

**City of Miami Beach - City Commission Meeting
Commission Chambers, 3rd Floor, City Hall
1700 Convention Center Drive
November 10, 2004**

Mayor David Dermer
Vice-Mayor Simon Cruz
Commissioner Matti Herrera Bower
Commissioner Luis R. Garcia, Jr.
Commissioner Saul Gross
Commissioner Jose Smith
Commissioner Richard L. Steinberg

City Manager Jorge M. Gonzalez
City Attorney Murray H. Dubbin
City Clerk Robert E. Parcher

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ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

Call to Order - 9:00 a.m.
Inspirational Message, Pledge of Allegiance
Requests for Additions, Withdrawals, and Deferrals

Presentations and Awards

PA Presentations and Awards

Consent Agenda

C2 Competitive Bid Reports
C4 Commission Committee Assignments
C6 Commission Committee Reports
C7 Resolutions

Regular Agenda

R2 Competitive Bid Reports
R5 Ordinances
R6 Commission Committee Reports
R7 Resolutions
R9 New Business and Commission Requests
R10 City Attorney Reports

Reports and Informational Items

Miami Beach



2003

*"We are committed to providing excellent public service
and safety to all who live, work, and play in our vibrant, tropical, historic community."*

PA - Presentations and Awards

- PA1 Certificate Of Appreciation Presented To Eugene Woodard For His Outstanding Service As A Member Of The City Of Miami Beach Budget Advisory Committee. (Page 1)
(City Manager's Office)
- PA2 Certificates Of Appreciation Presented To The Members Of The Budget Advisory Committee.
(City Manager's Office)
- PA3 Introduction And Acknowledgement Of Rescuers In The Ring 2004 Volunteer Boxers.
(Requested by Mayor David Dermer)
- PA4 Certificate Of Appreciation To Be Presented To The Ritz Plaza Hotel.
(City Manager's Office)
- PA5 Recognition Of City Of Miami Beach Goodwill Ambassadors Who Worked On Election Day.
(City Manager's Office)

CONSENT AGENDA

Action:
Moved:
Seconded:
Vote:

C2 - Competitive Bid Reports

- C2A Request For Approval To Award A Contract To Magna-Tech Electronic Company, Pursuant To Invitation To Bid No. 43-03/04, For The Purchase And Installation Of A Film Projection System For The Byron Carlyle Theater, In The Amount Of \$ 79,010 Of Which \$25,981 Will Be Reimbursed From Two (2) Miami-Dade County Department Of Cultural Affairs Grants. (Page 4)
(Tourism & Cultural Development)

C4 - Commission Committee Assignments

- C4A Referral To The Finance And Citywide Projects Committee - A Discussion On The Professional Services Agreement For Federal Legislative Services. (Page 8)
(Economic Development)

C4 - Commission Committee Assignments (Continued)

- C4B Referral To The Historic Preservation Board Regarding The Inclusion Of The 63rd Street Flyover In The Newly Created Historic District In North Beach. (Page 10)
(Requested by Commissioner Richard L. Steinberg)

C6 - Commission Committee Reports

- C6A Report Of The Neighborhood/Community Affairs Committee Meeting Of October 25, 2004: 1) Discussion Regarding An Ordinance Regulating Swales. (Page 13)
- C6B Report Of The Finance And Citywide Projects Committee Meeting Of October 26, 2004: 1) Discussion Regarding The Proposed A.I. Boymelgreen Project At Fifth Street And Alton Road; 2) Discussion Regarding The Park Design Component Of The New World Symphony And City Of Miami Beach Development Agreement; 3) Discussions Regarding Funding Assistance For Miami Beach Community Health Center Initiatives Which Provide Medical And Nursing Care To Needy Children At Miami Beach Public Schools; 4) Discussion Regarding The Proposed City Of Miami Beach And Potamkin/Berkowitz Joint Venture; And 5) Discussion Regarding Funding For Lincoln Road Marketing, Inc. (Page 17)
- C6C Report Of The General Obligation Bond Oversight Committee Meeting Of November 2, 2004: 1) Contingency Report; 2) Recommendation To City Commission: A) Normandy Sud Additional A/E Services; 3) Project Status Report: A) Fire Station No. 2; B) Fire Station No. 4; C) Normandy Isle Park And Pool; D) Indian Creek Greenway; E) Allison Park; F) North Beach Recreational Corridor; G) Normandy Drive/71st Street Corridor; And 4) Informational Items: A) Updated Calendar Of Scheduled Community Meetings; B) Biscayne Point RFQ For Design, Bid/Award, Construction Administration. (Page 27)

C7 - Resolutions

- C7A A Resolution Setting A Public Hearing Pursuant To Miami Beach City Code Section 118-563 To Grant A Certificate Of Appropriateness For Demolition Of The Existing Structure Located At 7601 Atlantic Way And 7611 Collins Avenue, Respectively; Both Structures Designated As Single Family Contributing Structures In The City Of Miami Beach Historic Properties Database And Located Within The Harding Townsite/Altos Del Mar Local Historic District; Said Demolition Necessary In Order To Proceed With The Development On The Same Site Of The Altos Del Mar Park Project.
(Page 38)
- (Capital Improvement Projects)

C7 - Resolutions (Continued)

- C7B A Resolution Setting A Public Hearing Pursuant To Miami Beach City Code Section 118-563, To Grant A Certificate Of Appropriateness For Demolition Of An Existing Restroom Facility Located At 1401 Ocean Drive, In Order To Construct A New Restroom Facility At The Same Site.
(Page 55)

(Capital Improvement Projects)

- C7C A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Two Amendments To The Professional Landscape Architectural And Engineering Services Agreement Between The City Of Miami Beach, Florida And Williams, Hatfield & Stoner, Inc., D/B/A Tetra-Tech WHS, Dated July 18, 2001: Amendment No. 5, In A Not-To-Exceed Amount Of \$50,000, For The Provision Of Additional Professional Services, Necessary For The Replacement Of Additional Water Lines And The Relocation Of Water Meters Within The Florida Department Of Transportation (FDOT) Right-Of-Ways; And Amendment No. 6, In A Not-To-Exceed Amount Of \$58,220, For The Provision Of Additional Professional Services, Necessary For The Design Of The Re-Planning Study Originated By The Community Design Review Meeting Held On October 21, 2003, For The Right-Of-Way Infrastructure Improvements Program Neighborhood No. 4 - Normandy Isle And Normandie Sud Project; Further Authorizing The Reallocation Of Previously Appropriated Funds For Construction, In A Not-To-Exceed Amount Of \$50,000, From The Neighborhood's Water And Sewer Bond Funds, For The Services Included In Amendment No. 5 And In A Not-To-Exceed Amount Of \$58,220, From The Neighborhood's General Obligation Bond Funds, For The Services Included In Amendment No. 6.
(Page 72)

(Capital Improvement Projects)

- C7D A Resolution Setting A Public Hearing On December 8, 2004, Pursuant To The Requirements Of Section 82-37 Of The Miami Beach City Code, To Hear Public Comment Regarding The Lease Between The Miami Police Federal Credit Union And The City Of Miami Beach, Of Approximately 190 Square Feet Of City-Owned Property, Located At 1100 Washington Avenue, Miami Beach, Florida, For An Initial Thirty Five (35) Month Term, Commencing On November 1, 2004, And Ending On September 30, 2007; Further Consenting To The Negotiated Terms Presented Herein, Subject To A Lease Agreement In A Form Acceptable To The City Attorney And Compliance With The Requirements Of Section 82-36 Through 82-39 Of The Miami Beach City Code; Further Waiving By 5/7ths Vote The Competitive Bidding And Appraisal Requirements. (Page 109)

(City Manager's Office)

- C7E A Resolution Supporting An Initiative By The Miami Beach Chamber Of Commerce (MBCC), Working In Collaboration With The American Institute Of Architects (AIA), To Undertake A Design Competition For Replacement Of Ocean Lifeguard Towers For The City Of Miami Beach. (Page 114)

(City Manager's Office)

C7 - Resolutions (Continued)

- C7F A Resolution Authorizing The Mayor And City Clerk To Execute Three Lease Agreements Between The City Of Miami Beach And The Following Not-For-Profit Cultural Entities: 1) Arts And Business Council Of Miami, Inc., For The Use Of Approximately 280 Square Feet Of Office Space; 2) Children's Cultural Coalition Of Dade County, Inc., For The Use Of Approximately 280 Square Feet Of Office Space; And 3) Florida Dance Association, Inc., For The Use Of Approximately 280 Square Feet Of Office Space; All In Suite 402 Of The City-Owned Building, Located At 1701 Meridian Avenue, Miami Beach, Florida; Each Lease Agreement For A Term Of Three Hundred Sixty Four (364) Days, Commencing On February 1, 2005, And Ending On January 30, 2006. (Page 119)
(Economic Development)
- C7G A Resolution Setting A Public Hearing On December 8, 2004, To Consider Approving On First Reading, In Accordance With The Requirements Of Sections 163.3220 - 163.3243 Florida Statutes, Also Referred To As The "Florida Local Government Development Agreement Act," The First Amendment To The Development Agreement Between The City Of Miami Beach And The New World Symphony, Dated January 5, 2004, For The Development Of A Portion Of The Surface Parking Lot, Bounded By 17th Street To The North, North Lincoln Lane To The South, Washington Avenue To The East And Pennsylvania Avenue To The West, For Construction Of An Approximately 50,000 Square Foot Educational, Performance And Internet Broadcast Facility With An Exterior Screen ("Soundspace"), And An Approximately 320-Space (+/-) Public Parking Garage Facility; Said Addendum Specifically Amending The Development Agreement, Requiring The Developer To Proceed With The Design And Development Of Zone 1, Comprising The Park And Drexel Avenue Between North Lincoln Lane And 17th Street, At The Owner's Cost And Expense, Not To Exceed \$10,000,000; Zone 2, Comprising The Jackie Gleason Theater Of The Performing Arts (TOPA) Entry Landscaping At The Owner's Cost And Expense, Not To Exceed \$1,150,000; And Zone 3, Comprising North Lincoln Lane Improvements, At Owner's Cost And Expense, Not To Exceed \$500,000. (Page 152)
(Economic Development)
- C7H A Resolution Ratifying A Contract In The Amount Of \$50,894 To Carlos Alves, For The Installation Of Mosaic Tile Artwork On The Exterior Walls, Wall Caps, And Fountain Basin Of The Ornamental Fountain Located At The 1000 Block Of Lincoln Road. (Page 227)
(Public Works)
- C7I A Resolution Authorizing The City Manager Or His Designee To Submit Grant Applications For The Following Funds: 1) Retroactively For FY 2004/05 Florida Department Of Law Enforcement, Byrne Grant Funds For The City's E-Ticketing Initiative; 2) Retroactively For FY 2004/05 Urban Areas Security Initiative (UASI) Program For Funding For The Joint Completion Of An Urban Areas Security Initiative Program; 3) Miami-Dade County Parking Fine Funds For Various ADA Projects Citywide; 4) The Environmental Protection Agency, Office Of Environmental Education For Funding For An Environmental Education Program; While Leveraging Previously Appropriated Grant Funds As Needed; Further Appropriating Grants If Approved And Accepted By The City And Authorizing The Execution Of All Necessary Documents Related To These Applications. (Page 234)
(Grants Management)

C7 - Resolutions (Continued)

- C7J A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Qualifications Received Pursuant To Request For Qualifications (RFQ) No. 21-01/02, For The Establishment Of A Resource Library For Information Technology And Telecommunications Services; Authorizing The Administration To Enter Into Negotiations With The Four Top-Ranked Firms Of Cyberbest Technology, Inc., Data Industries, Ltd., ICBM Corporation, And Teksystems, Inc.; Further Authorize The Mayor And City Clerk To Execute Agreements Upon Completion Of Successful Negotiations By The Administration. (Page 239)
(Information Technology)
- C7K A Resolution Allocating \$65,000 From Parks Beautification Funds For Middle Beach Landscape Improvements For The Purchase, Supply, Delivery, And Installation Of Florida Royal Palms And Phoenix Canariensis Palms For The La Gorce Island Landscaping Project. (Page 246)
(Capital Improvement Projects)

End of Consent Agenda

PA - Presentations and Awards

- PA1 Certificate Of Appreciation Presented To Eugene Woodard For His Outstanding Service As A Member Of The City Of Miami Beach Budget Advisory Committee.
(City Manager's Office)
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(City Manager's Office)
- PA5 Recognition Of City Of Miami Beach Goodwill Ambassadors Who Worked On Election Day.
(City Manager's Office)

AGENDA ITEM PA1-5
DATE 11-10-04

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Request for Approval to Award a Contract to Magna-Tech Electronic Company, Pursuant to Invitation to Bid No. 43-03/04, for the Purchase and Installation of a Film Projection System for the Byron Carlyle, in the Amount of \$79,010 of which \$25,981 will be reimbursed from two Miami-Dade County Department of Cultural Affairs grants.

Issue:

Shall the City Commission Approve the Award of Contract to Magna-Tech Electronic Company?

Item Summary/Recommendation:

The purpose of Invitation to Bid No. 43-03/04 (the "Bid") is to establish a contract, by means of sealed bids, to a qualified contractor for the purchase and installation a film projection system for the Byron Carlyle Theater, to include a 35MM projector, electric roll-up screen, Dolby digital sound system.

The lowest and best bid was received from Magna-Tech Electronic Company in the amount of \$79,010. This company has been in business for over 25 years as a supplier of film equipment. The Procurement Division obtained favorable references.

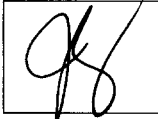
APPROVE THE AWARD OF CONTRACT.

Advisory Board Recommendation:

N/A

Financial Information:


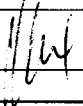
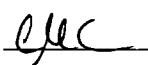
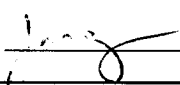
Source of Funds:		Amount	Account	Approved
	1	\$79,010.00	161.6235.000343 North Beach Quality of Life Fund	
	2			
	3			
	4			
	Total	\$79,010.00		


Finance Dept.

City Clerk's Office Legislative Tracking:

Gus Lopez, Ext. 6641

Sign-Offs:

Department Director		Assistant City Manager	City Manager
GL 	MS 	CMC 	JMG 

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: November 10, 2004

From: Jorge M. Gonzalez
City Manager

Subject: REQUEST FOR APPROVAL TO AWARD A CONTRACT TO MAGNA-TECH ELECTRONIC COMPANY, PURSUANT TO INVITATION TO BID NO. 43-03/04, FOR THE PURCHASE AND INSTALLATION OF A FILM PROJECTION SYSTEM FOR THE BYRON CARLYLE THEATER, IN THE AMOUNT OF \$ 79,010 OF WHICH \$25,981 WILL BE REIMBURSED FROM TWO (2) MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS GRANTS.

ADMINISTRATION RECOMMENDATION

Approve the Award of Contract.

BID AMOUNT AND FUNDING

\$79,010 Account Number 161.6235.000343 FY 2002/03 North Beach Quality of Life Fund

ANALYSIS

The purpose of Invitation to Bid No. 43-03/04 (the "Bid") is to establish a contract, by means of sealed bids, to a qualified contractor for the purchase and installation of a film projection system for the Byron Carlyle Theater, to include a 35MM projector, electric roll-up screen, Dolby digital sound system, and all labor, tools, means of transportation, supplies, equipment, materials, and services necessary for the installation of the system.

The Bid was issued on September 10, 2004, with an opening date of October 1, 2004. BidNet issued bid notices to 36 prospective bidders. The notices resulted in the receipt of two (2) bids. Vendors who received notification and/or bid documents elected not to submit a bid based on the following:

- "Items 1-4 to be allowed to be awarded to multiple vendors with quality control and final cost an issue".
- "Electrical sub-contractor requirements which we feel should be the responsibility of the City using drawings supplied by the equipment/installing vendor".
- "Liability issue of the motorized screen as part of stage".

The lowest and best bid was received from Magna-Tech Electronic Company in the amount of \$79,010. This company has been in business for over 25 years as a supplier of film equipment. The Procurement Division obtained favorable references from City of Miami, E. Deveer Theaters and Diversiones Unidas.

CONCLUSION

Based on the analysis of the bids received, it is recommended that the City award a contract to MAGNA-TECH ELECTRONIC COMPANY.

BID TABULATION

VENDOR	Bid Amount
Magna-Tech Electronic Company	\$79,010.00
Cinema Equipment & Supplies	\$90,546.13

C4
Comm. Committee
Assignments

CITY OF MIAMI BEACH

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COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: November 10, 2004

From: Jorge M. Gonzalez
City Manager

**Subject: REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE
A DISCUSSION ON THE PROFESSIONAL SERVICES AGREEMENT FOR
FEDERAL LEGISLATIVE SERVICES.**

ANALYSIS

On February 25, 2004, the Mayor and City Commission approved Resolution 2004-25492, extending the Professional Services Agreement for Federal Legislative Services with the firm of Jorden, Burt, Berenson, and Johnson LLP, for the period from February 19, 2004, until February 18, 2005. This was the last extension option in their contract and there are no remaining renewal terms.

To date, Congress has not completed the majority of the annual appropriations bills, and has recessed with plans to return to session on November 15, 2004, to finalize the remaining bills during a lame-duck session. The City Administration will begin compiling a list of federal legislative priorities for 2005-2006 in January/February 2005.

Since the City's current Professional Services Agreement for Federal Legislative Services expires on February 18, 2005, the Administration is seeking guidance from the Commission as it relates to extension of the existing agreement or the issuance of an RFP. In preliminary conversations with our lobbying team they have expressed a strong desire to continue to represent the City. If the Commission wishes to extend the agreement with the City's current lobbying team, a new contract can be negotiated and presented to the Commission, however, competitive bidding would need to be waived. Should the Commission wish to issue a new RFP, the timeline would be as follows:

Timeline:

December 8, 2004 Commission Meeting

Issue Request for Proposals.

Approve month-to-month agreement with the current firm.

January 7, 2005

Deadline for receipt of Proposals.

Week of January 17, 2005

Evaluation Committee Meeting.

February 2, 2005 Commission Meeting

Accept recommendations, authorize negotiations.

February 23, 2005 Commission Meeting

Approve Agreement.

This timeline will allow the City to have the RFP process completed and a Professional Services Agreement for Federal Legislative Services in place before the City's 2005-6 Legislative Priorities will be presented to the Mayor and City Commission in March 2005.

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Date 11-10-04

November 10, 2004
Commission Memorandum
Referral to Finance
Page 2 of 2

Therefore, the Administration recommends the City Commission refer a discussion regarding the Professional Services Agreement for Federal Legislative Services, to the Finance and Citywide Projects Committee.

JMG/~~CMC~~/rar

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**CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM**

TO: JORGE GONZALEZ
CITY MANAGER

FROM: RICHARD STEINBERG *RLS/dm*
COMMISSIONER

DATE: November 4, 2004

RE: Referral to the Historic Preservation Board Regarding the
Inclusion of the 63rd St Flyover in the Newly Created Historic
District in North Beach

This week our electorate voted by an overwhelming 72% majority to preserve the 63rd Street flyover.

To accomplish the voter's will, I would like the Historic Preservation Board to consider expanding the recently created historic district to include the flyover. Thus, please place an item on the November 10th Commission Consent Agenda referring said expansion of the historic district to the Historic Preservation Board.

If you have any questions, please feel free to contact my Aide, Ms. Dolores Mejia, at extension 6834.

RLS/dm

RECEIVED
2004 NOV -5 AM 10:15
CITY MANAGER'S OFFICE
BY _____

Agenda Item C413
Date 11-10-04

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CITY OF MIAMI BEACH

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COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: November 10, 2004

From: Jorge M. Gonzalez
City Manager

A handwritten signature of Jorge M. Gonzalez.

**Subject: REPORT OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS
COMMITTEE MEETING HELD ON MONDAY OCTOBER 25,
2004.**

A meeting of the Neighborhood / Community Affairs Committee was held on Monday, October 25, 2004 at 2:30 p.m. in the City Manager's Large Conference Room. Commissioners in attendance: Mattie Herrera Bower, Richard L. Steinberg, and Saul Gross. City staff in attendance: Robert C. Middaugh, Assistant City Manager; Vivian P. Guzman, Director – Neighborhood Services; Fred Beckmann, Director – Public Works; Jorge Gomez, Director – Planning Dept.; Ronnie Singer, Community Information Manager – CIP; Jean Olin, Deputy City Attorney; Debora Turner, First Assistant City Attorney; Esther Perez-Trujillo, and Randi MacBride. Others in attendance are listed in the attached sign-in sheet.

NEW BUSINESS

1. DISCUSSION REGARDING AN ORDINANCE REGULATING SWALES.

The proposed swale ordinance was reviewed for the Committee by Assistant City Manager Robert Middaugh. Mr. Middaugh explained that interest for the ordinance was originally expressed during the CIP planning process in many of the neighborhoods that were going to have work done on their swale areas. After over a year of discussion with representatives of neighborhood associations to determine the policy desired by residents, the ordinance was written. The ordinance is representative of citizen concerns not the recommendations of city staff.

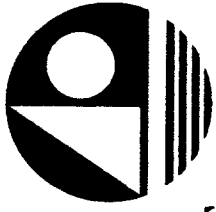
During discussion the Committee expressed concern about the complete elimination of parking opportunities in the swale area. The Committee also expressed a desire to have hedges eliminated and decorative lighting allowed. Staff will prepare draft language to review with the Committee before any further public discussions.

ACTION: Prior to taking the swale policy to the neighborhood homeowner associations for discussion, the Administration will bring this item back to the Neighborhood/Community Affairs Committee with recommended changes.

Attachments

JMG/RCMA/PG/rfm

Agenda Item C6A
Date 11-10-04



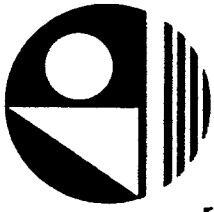
CITY OF MIAMI BEACH
NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE

OCTOBER 25, 2004

SIGN-IN SHEET

PLEASE PRINT LEGIBLY

NAME	ORGANIZATION / DEPT.	PHONE NO.	FAX / EMAIL
Esther Perez-Tajillo	Mayor & Commission	7105	7096
Albano Sadeff		2446 Paddock Wadeham Place Miami Beach	
ACW	SWP	305 538 9700 X202	
Jorge Gomez	MB. Planning	305.673.7550	
Popmie SINGEN	CIP	7105 7071	7782
Richard Skinsberg	CMB	7105	
Arthur Xavieres	CMB		
Saul Gomez	CMB	7104	
RCM	CMB		
Fred Beckmann	CMB	6012	



**CITY OF MIAMI BEACH
NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE**

OCTOBER 25, 2004

SIGN-IN SHEET

PLEASE PRINT LEGIBLY

NAME	ORGANIZATION / DEPT.	PHONE NO.	FAX / EMAIL
Debra Turner	Legal	x 6441	
Ben Olin	Legal	x 6485	
Roxana Santamaria	Neighborhood Svcs.	(786) 399-8532	Roxana Santamaria Miami Beach, FL, gov

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COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: November 10, 2004

From: Jorge M. Gonzalez
City Manager

**Subject: REPORT OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE
MEETING OF OCTOBER 26, 2004.**

A meeting of the Finance and Citywide Projects Committee was held on October 26, 2004 at 2:25 p.m. in the City Manager's Large Conference Room.

NEW BUSINESS

1. Discussion regarding the proposed A.I. Boymelgreen Project at Fifth Street and Alton Road.

ACTION

The Committee instructed the Administration to execute an Owner's Affidavits for the sole purpose of a Design Review Board (DRB) Design Review Application, with the understanding that said Owner's Affidavits does not constitute an endorsement of the proposed project or a recommendation for the vacation and relocation of the public alley located on the site.

The Committee further recommended that the developer proceed with their DRB application for the demolition of the two existing one story buildings, and the construction of a new eight story mixed-use retail and residential structure and report back to the Finance and Citywide Projects Committee with the results of the DRB review and for the consideration of the alley vacation and relocation.

Assistant City Manager Christina M. Cuervo introduced and summarized the item. Ms. Cuervo stated that A.I. Boymelgreen (developer), owners of the site located on the northwest corner of 5th Street and Alton Road, have proposed the development of approximately sixty-six residential units with accessory restaurant/retail space and on-site parking on their site.

Ms. Cuervo added that the developer is requesting the vacation of an existing public alley and its relocation to a new location within the development site. Ms. Cuervo further stated that the developer has requested that the City execute Owner's Affidavits for the project (because of the alley vacation/relocation) in order for the project to proceed to the DRB.

Representatives from A.I. Boymelgreen gave a presentation to the Committee outlining their proposed development project and the proposed relocation of the existing public alley. The developers stated that if the relocation of the alley is approved, they would present to the DRB a request for Design Review Approval for the demolition of the two existing one

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story buildings, and the construction of a new eight story mixed-use retail and residential structure on the site.

Chairperson Commissioner Jose Smith clarified that the City would maintain a public alley on the site, as the proposed project would entail an even swap of alleys.

City Manager Jorge M. Gonzalez stated that the Finance and Citywide Projects Committee (Committee) can consent to sign an affidavit solely for the DRB to consider the developer's application for design review approval, without the Committee having to endorse the project or the proposed alley vacation/relocation. This way the developer can move their project forward through the planning process and the DRB can review the proposed project and application. Mr. Gonzalez added that under the developer's proposed project the floor area ratio (FAR) remains unchanged; the project does not affect density.

Mr. Gonzalez added that before the City formally agrees to the proposed alley vacation/relocation, the DRB should have an opportunity to review the application for the proposed project.

Vice-Mayor Richard Steinberg stated that the DRB should know that while the Committee is open to considering the idea of the proposed alley vacation/relocation, the Committee has not endorsed the proposed project and does not want to prejudice the DRB in the design review process.

Ms. Cuervo stated that the City could sign an owner's affidavit, just for the purpose of moving the project to the DRB, stating that the City has not consented to the vacation or relocation of the public alley. Ms. Cuervo added that after DRB review, the developer/applicant would still have to pay \$5,000 and apply for the vacation and subsequent relocation of the alley.

Ms. Cuervo additionally stated that the item could be brought back to the Committee with the results of the DRB review and for the consideration of the alley vacation/relocation.

Chairperson Smith stated that the adjacent property owners on the block of the proposed development site, i.e. owners of the parcel where the 7-11 store is located, should be contacted for their input in regards to the proposed development and alley vacation/relocation.

Mr. David Kelsey, from the South Beach Hotel and Restaurant Association, expressed his concerns with the potential for traffic congestion as a result of two large construction projects occurring simultaneously at 5th Street and Alton Road, i.e. the A.I. Boymelgreen Project and the Potamkin/Berkowitz Project.

Commissioner Gross stated that the DRB should be made aware of the close proximity of the two projects. Mr. Gonzalez added that the A.I. Boymelgreen Project is in the beginning stages of their planning phase, while the Potamkin/Berkowitz Project is much further along in this process. Mr. Jeff Berkowitz, from the Potamkin/Berkowitz Project, stated that he anticipates being in construction by this upcoming summer.

2. Discussion regarding the Park Design Component of the New World Symphony (NWS) and City of Miami Beach Development Agreement.

ACTION

The Committee recommended that the current Development Agreement between the City and NWS be amended in order to expand the scope of the agreement to authorize the development of City Center Park.

Mr. Gonzalez introduced and summarized the item. Mr. Gonzalez introduced Mr. Craig Webb and Ms. Kristin Ragins from Gehry Partners, LLP. Mr. Gonzalez stated that the Administration has been analyzing how the Jackie Gleason Theater of Performing Arts green space, Miami Beach Convention Center, and New World Symphony/Soundspace could be linked into the City Center Park in order to create a public-plaza type feel.

Mr. Gonzalez stated that this project could transform the whole quarter into a cultural center in the heart of the City.

Mr. Webb and Ms. Ragins gave a presentation to the Committee summarizing the City Center Park Proposal. Mr. Webb informed the Committee that Gehry Partners, LLP had met with Chen & Associates, City of Miami Beach consultants providing architectural and engineering services for the Convention Center Streetscape Right-of-Way Infrastructure Improvements Program. Mr. Webb stated that Gehry Partners will be collaborating with Chen & Associates in order to combine resources and present a design that extends beyond the specific site boundaries and addresses a larger vision for the heart of Miami Beach.

Mr. Webb went over the phasing and scheduling of the proposed City Center Park, New World Symphony/Soundspace, Parking Garage, and Right-of-Way Infrastructure Improvements Program explaining that projects are scheduled to cumulate into a grand opening for the entire quarter.

Ms. Cuervo stated that by having Gehry Partners, LLP collaborate with Chen & Associates, the City will get a consistent, continuous, coordinated and compatible design to the area.

Ms. Cuervo further stated Gehry Partners has presented the City a concept plan with a cost estimate, project schedule and implementation plan.

Ms. Cuervo further stated that if the City Commission wishes to proceed with having Gehry Partners design the proposed Park, it is recommended that the current Development Agreement between the City and NWS be amended to expand the scope to authorize development of the Park and a waiver of competitive bidding.

Chairperson Smith inquired about funding options for the proposed park project. Mr. Gonzalez stated that the project is eligible for City Center Tax Increment Funds and Convention Development Tax Funds (CDT), although we are not intending to access CDT funds at this time.

Vice-Mayor Steinberg stated that when designing this park, the future maintenance and up-keep of the park should be kept in mind.

Ms. Cuervo stated that if approved, the initial park design will be coming back to the Finance and Citywide Projects Committee in March 2004 after DRB review.

3. **Discussions regarding funding assistance for Miami Beach Community Health Center initiatives which provide medical and nursing care to needy children at Miami Beach public schools.**

ACTION

The Committee instructed the Administration to speak with representatives from the Health Facilities Authority (HFA) and the Health Advisory Committee (HAC) in order to discuss funding options for citywide health related issues.

Chairperson Smith introduced and summarized the item. Chairperson Smith stated that he was interested in exploring a funding mechanism in which the City could assist the Miami Beach Community Health Center and other City of Miami Beach located health facility establishments in funding citywide health related issues, such as providing medical and nursing care to needy children at Miami Beach public schools, providing emergency medical care to uninsured patients and providing assistance to expectant mothers.

Chief Financial Officer Patricia D. Walker informed the Committee that the City has two committees already established and working on citywide health related issues, the HAC and the HFA.

Chairperson Smith stated that he would like to see funds collected by the HFA used for citywide health related initiatives.

Ms. Walker informed the Committee that the HAC has held open forums to discuss possible uses of HFA funds for health related issues in Miami Beach and is planning on presenting its findings to the HFA. Ms. Walker also stated that the City has discussed with the HFA the possibility of applying for available funds for use in the construction of Fire Station No. 4.

OLD BUSINESS:

4. **Discussion regarding the proposed City of Miami Beach and Potamkin/Berkowitz Joint Venture.**

ACTION

The Committee accepted the Administration's recommendation to fund the proposed project; and, should Federal Transit Authority (FTA) funds not be available for the project, fund the project with available South Pointe Tax Increment Funds and/or available City of Miami Beach Parking Funds.

The Committee also directed the Administration to proceed with and finalize the proposed City of Miami Beach and Potamkin/Berkowitz Joint Development Opportunity and bring back the completed agreement to the City Commission.

Ms. Cuervo introduced and summarized the item. Ms. Cuervo stated that at the September 15, 2004 Finance and Citywide Projects Committee Meeting, the Administration reported that the developer of the Potamkin/Berkowitz project had indicated that as a result of the rising cost of construction, estimated construction costs for the parking component of the proposed project have risen.

Ms. Cuervo added that the City had previously negotiated a \$14,500/per space cost contribution to the project, which represented a \$7,250,000 capital contribution based on the initial proposal of 500 spaces. Ms. Cuervo further added that two new cost estimates submitted by the Developer depict an over 24% and 43% increase in the City's anticipated contribution to the project.

The Developer's analysis reflected a revised construction cost estimate of \$20,741/per space (based on percentage allocation) and \$18,025/per space (based on a take-off analysis).

Ms. Cuervo stated that as a result of the developer's projected increases, the Committee recommended that the Administration engage a consultant to review and analyze the newly submitted construction costs estimates.

Ms. Cuervo reported that the City engaged URS to review and perform an independent analysis of the construction costs submitted by the developer.

Ms. Cuervo added that URS submitted a revised construction cost estimate which determined that the parking space cost, without any alteration to the proposed project design, would be approximately \$16,262/per space. Ms. Cuervo further added that this per space cost when multiplied to the now 534 proposed City-owned parking spaces and added to the additional costs for transit components of the project would lead to a City investment of approximately \$9,500,000.

Mr. Gonzalez stated that the City and the Developer met to review URS' revised construction cost estimates and findings and both parties agreed to accept the revised cost estimate of \$16,262/per space.

Ms. Cuervo then stated that the Committee would now need to determine whether they wish to continue to participate in the project with the revised investment of \$9.5 million.

Ms. Cuervo reported that the FTA has expressed favorable comments in its initial review of the project and has indicated that the City would need to place an emphasis on the transit elements of the project, focusing on their location, cost and use, and the transit user profiles to determine the project's eligibility for FTA funding.

Ms. Cuervo pointed out that there is a possibility that FTA funds earmarked for the project would not be granted and the City would have to seek alternative funding sources in order to complete the project.

Mr. Gonzalez added that the project is also eligible for South Pointe Redevelopment Tax Increment Funds and/or available Parking funds.

Mr. Jeff Berkowitz and Alan Potamkin, developers of the project, gave a presentation to the Committee summarizing their project.

Ms. Cuervo added that since the outcome of the FTA funding eligibility will not be confirmed until sometime in the future, the developer is facing timing constraints to determine whether or not to proceed with the City, or independently.

Ms. Cuervo stated that the developer is requesting confirmation that the City will commit to proceed with the project irrespective of FTA funding eligibility.

Commissioner Gross noted that there appeared to be low demand for parking lots from valet operators in the South Beach area and questioned whether the parking demands in the vicinity of the project warranted the investment required for this joint venture.

Mr. Gonzalez stated that the parking component of the project would address the required needs of the retail outlets and grocery store, as well as, provide self-parking to residents living in and employees working in the South Beach, including individuals using the facility as a park and ride transportation stop.

Mr. Gonzalez added that the parking facility would be operated by the City's Parking Department as part of the City's Parking System. Mr. Potamkin added that the garage would be entirely available for public use after closing time for the supermarket and retail outlets.

Mr. Potamkin added that being visionary and looking into the future, this facility will help relieve future parking demands in evidently reaching South Beach. Mr. Potamkin also stated that this project is being proposed without the City having to make a single investment in land.

Mr. Gonzalez reiterated that this is an opportunity to joint venture in a project beneficial to the City, in which the City will be an equal partner in the parking facility, without any of the associated land costs.

Chairperson Smith stated that this is a rare opportunity to build and own a parking garage without a requirement to purchase any land. Vice-Mayor agreed with Chairperson Smith.

Mr. Gonzalez added that after being reviewed on several occasions by various City Committees including the Finance & Citywide Projects Committee, Transportation and Parking Committee, Design Review Board and Historic Preservation Board, the project will be completely designed and constructed by the developer.

5. Discussion regarding funding for Lincoln Road Marketing, Inc. (LRMI)

ACTION

The Committee accepted the Administration's recommendation to appropriate the available \$116,384 in Lincoln Road Concession Revenues to LRMI for the purpose of marketing Lincoln Road as a destination; and, instructed LRMI to develop and present a multi-year budget for how this allocation will be expended.

Economic Development Division Director Kevin Crowder, introduced and summarized the item. Mr. Crowder stated that in the year 2001 the City Commission appropriated \$49,000 in Lincoln Road concession revenues and in the year 2003 the City Commission appropriated an additional \$37,785 for use by LRMI in promoting and marketing Lincoln Road as a destination.

Mr. Crowder added that LRMI is a not-for-profit entity whose primary goal is the marketing of Lincoln Road as a destination for residents and tourists alike with an emphasis on shopping, culture and dining.

Mr. Michael Comras, from LRMI, gave a presentation to the Committee summarizing LRMI's initiatives and future plans. Mr. Comras added that LRMI is requesting an additional appropriation of \$116,384 which represents the balance of the Lincoln Road concession revenue that the City has collected since the 2003 appropriation.

Mr. Comras added that LRMI wishes to continue increase advertising efforts through the continued development of their marketing program. Mr. Comras noted programs recently developed by the LRMI:

- Design of a Lincoln Road logo and identity
- Design and Printing of 150,000 brochures and 40,000 inserts
- Distribution of 40,000 brochures to 300 South Florida Hotels
- Production of a 30-second Lincoln Road Television Commercial (150 airings in October, 300 November and 300 December on CNN, CNBC, MTV, VH1, MSNBC and others).
- Advertising in the SunPost
- Advertising in the Visimap
- Hosting a FAM trip with the Greater Miami Convention & Visitor's Bureau for their top vacation agents in Europe and Latin America
- Creating a monthly Arts Walk for the months of September, October and November

Mr. Comras stated that LRMI has developed their plans for 2005, which include continued television exposure, increased public relations efforts, updating of brochure inserts and the directories on Lincoln Road, and efforts to increase exposure at Miami International Airport and on the Florida Turnpike.

Mr. Comras also stated that LRMI has collected \$24,000 from the property/business owners on Lincoln Road to facilitate Board of Directors Elections, Town Hall meetings and other special projects.

Mr. Gonzalez commented that LRMI has really "stepped up to the plate" and done a great job marketing Lincoln Road. Mr. Gonzalez added that in the future he would like to see a three to five year budget projection from LRMI.

Committee members expressed their satisfaction with LRMI and their marketing initiatives.

The Committee also reiterated the restriction of the use of Lincoln Road concession revenue funds for administrative support purposes.

Mr. Comras added that LRMI is also collaborating with the Greater Miami Convention and Visitors Bureau (GMCVB) in marketing initiatives for Lincoln Road.

Commissioner Gross recommended that LRMI invest time and funds into developing a web site. Mr. Comras added that LRMI is earmarking resources for the design and development of a website.

JMG/PDW/mim 
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ATTENDANCE SHEET

MEETING OF THE FINANCE AND CITYWIDE PROJECTS
COMMISSION COMMITTEE

DATE: - October 26, 2004 TIME: - 2:00 P.M.

PLEASE STATE YOUR NAME WHEN SPEAKING TO THE COMMITTEE - THANK YOU

PLEASE PRINT NAME	BUSINESS NAME & PHONE
Jason McClair	Chen & Associates (786) 497-1500
Ben Chen	Chen & Associates (786) 251-8679
CARLOS PRIO-TOUZET	TOUZET STUDIO 305.709.2920
Bob de la Fuente	Boymelgreen Developers
CRAIG WEBB	GEIN Partners
KRISTIN W. RAGINS	" " 310-482-3000
KENT BONDE	CMB - RDA X 6883
MANNY MARQUEZ	CMB - FINANCE X 6383
PATRICIA WALKER	CMB - FINANCE X 7405
Ward Kelsey	SB Hill & Rest Ave
Dan Ricker	Watchdog Report -
Jeff Iselcavitz	Berkshire Development Group
Alfredo J Guzman	Struberg, Travis
Tim Hamstreet	CMB - CIP X 503 673-7071
Kevin Crowder	CMB - Eco Dev X 7193
Mitch Wentworth	Fritzes KRM 305 532-1954
Peter Wallace	Wachovia Securities / 305-535-5300

ATTENDANCE SHEET

2/3

MEETING OF THE FINANCE AND CITYWIDE PROJECTS COMMISSION COMMITTEE

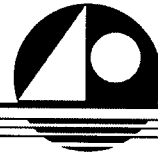
DATE: - October 26, 2004 TIME: - 2:00 P.M.

PLEASE STATE YOUR NAME WHEN SPEAKING TO THE COMMITTEE - THANK YOU

PLEASE PRINT NAME	BUSINESS NAME & PHONE
LAURA KAPLAN	LINCOLN ROAD MAGAZINE / LRM I 786-621-6282
JORGE E CHARTAND	CMB/CIP 673.7071
Margarita Alcon	CMB / Mayor's Comm. 6437
Tom Donner	Giardelli / LRM II 954-294-3177
Max Sclar	CMB / TCD 683-7577
Michael Comas	Cemas Co. 530-0433
Katya Bravo	LRM I 305-519-1947
RONNIE SINGER	CIP 7071
Terry Bell	Genex Pictures LLP 310-985-6281
GAIL L THOMPSON	NEW WORLD SYMPTOM 305 299 9086
DAVID PHILLIPS	NEW WORLD 305 673 3330
Alan Potamkin	5 th & Alton - the original one
CHRISTINA CUERVO	CMB - CMO
JORGE GONZALEZ	
JOSE SMITH	- COMM.
RICHARD STEINBERG	
SAUL CROSS	

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: November 10, 2004

From: Jorge M. Gonzalez
City Manager

**Subject: REPORT OF THE GENERAL OBLIGATION BOND OVERSIGHT
COMMITTEE MEETING OF NOVEMBER 2, 2004**

The General Obligation Bond Oversight Committee ("Committee") met on November 2, 2004. At the meeting, the Committee considered the following issues.

The Committee reviewed and accepted the minutes from the October 5, 2004 General Obligation Bond Oversight Committee meeting.

CONTINGENCY REPORT

The Administration informed the Committee that one new change orders had been approved since the last meeting. A list of the change order approved to date is attached as "Exhibit A". The Administration informed the Committee that the list was still being updated to reflect all commitments funded out of the project contingencies, as directed by the Committee at its October meeting.

RECOMMENDATION TO CITY COMMISSION

The Administration asked the Committee to recommend that the City Commission award additional services to Tetra-Tech WHS (TTWHS) in the amount of \$58,220.00 from General Obligation Bond funds for the **Normandy Isle/Normandy Sud Right-of-Way Infrastructure Improvement** project. The scope of work associated with the additional services includes designing landscaping, up-lighting, medians and pavers due to the related guard house project not being approved. The Committee recommended that the City Commission award the additional services.

PROJECT STATUS REPORT

The Administration informed the Committee that the **Fire Station No. 2** project is moving along as planned. The drainage work is almost complete, the Administration is continuing developing the plans for temporary parking and other pre-construction activities. Work on the fire station itself will begin shortly.

The Committee was told that the construction of the seawall portion of the **Fire Station No. 4** project was underway. The fire station portion will begin construction after the completion of the seawall.

With regard to the **Normandy Isle Park and Pool** project, the Administration informed the Committee that the Architect of Record (A/E) had provided the City with its final report

Agenda Item CGC

Date 11-10-04

reconciling the work already in place at the Normandy Isle Pool project site that can remain, as opposed to what has to be re-built and what is still to be constructed, as a result of the default of Regosa Engineering, the contractor for the project. The report is being provided to Regosa's surety company to begin negotiations, as well as to a JOC contractor to obtain independent pricing in case negotiations with the surety fall through. The Administration intends to have the park portion of the project under construction at the same time as the remainder of the pool portion. It is estimated that work on the pool portion will resume in the late winter or early spring of 2005. The Administration also presented the Committee with its plans to move forward on obtaining sufficient funding for the soccer and multi-purpose field improvements in the Park. The City will be applying for a Florida Recreation Development Assistance Program (FRDAP) grant for components of the Park portion. The Committee provided its support for such an application.

The Administration informed the Committee that the **Indian Creek Greenway** project feasibility study is underway. The consultant will meet with numerous regulatory agencies, including the Florida Department of Transportation, the South Florida Water Management District and the Department of Environmental Protection to determine the impact of their respective requirements on the proposed Greenway project. Surveys will be conducted to determine the amount of land available to build on and the existing marine life conditions in the proposed area of construction. It is estimated that this first phase of the project will not be completed until the fall of 2005.

The Administration briefed the Committee on the latest status of the **Allison Park** and **North Beach Recreational Corridor** projects. The City is working with the Florida Department of Environmental Protection regarding permitting issues. The project is approximately 30% designed. Once the permitting issues are resolved the project design should progress more quickly. It is anticipated that construction will begin in the summer of 2005.

The Administration deferred a status report on the **Normandy Drive/71st Street Corridor** project until the December Committee meeting.

INFORMATIONAL ITEMS

The updated calendar of community meetings was presented to the Committee, but not reviewed during the meeting.

The Committee was informed that at its October 13, 2004 meeting, the City Commission authorized the Administration to issue a Request for Qualifications (RFQ) for an A/E firm to perform design, bid/award and construction administration services for the **Biscayne Point Right-of-Way Infrastructure Improvement** project.

Attachment

JMG/RGM/TM/KLM

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**General Obligation Bond Oversight Committee
Contingency Report - November 2004**

Exhibit A

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
Espanola Way	1	1/24/02	\$761,526.70	(\$1,085.00)	\$760,441.70	\$141,558.30	20%			Value Engineering of curb and gutter to valley gutter
Espanola Way	2	1/24/02	\$760,441.70	\$5,300.00	\$765,741.70	\$136,258.30	20%			Paid from funding outside contingency - additional sidewalk, curb and gutter
Espanola Way	3	1/24/02	\$765,741.70	\$81,650.00	\$847,391.70	\$54,608.30	20%			Add revised sanitary sewer improvements (2 manholes, relief line, Ductile Iron Pipe Sleeves) (originally anticipated)
Espanola Way	4	1/24/02	\$847,391.70	(\$27,845.00)	\$819,546.70	\$82,453.30	20%			Value Engineering of base under sidewalk
Espanola Way	5	1/24/02	\$819,546.70	\$8,568.00	\$828,114.70	\$73,885.30	20%			Revised drainage structures to comply with DERM regulations
Espanola Way	6	6/14/02	\$828,114.70	\$900.00	\$829,014.70	\$72,985.30	42%		0	Adjust Storm Drain due to conflict with FPL Duct Bank
Espanola Way	7	6/14/02	\$829,014.70	\$14,988.00	\$844,002.70	\$57,997.30	42%		0	Concrete work to reduce slopes of plaza to approx. 2%
Espanola Way	8	6/14/02	\$844,002.70	\$13,000.00	\$857,002.70	\$44,997.30	42%		+49	Storm drain modifications to adjust plaza slopes to approx. 2%
Espanola Way	9	10/21/02	\$857,002.70	\$799.00	\$857,801.70	\$44,198.30	65%		0	Loading Zone at Barcelona Hotel, requested and funded by Property Owner
Espanola Way	10	10/21/02	\$857,801.70	(\$1,708.90)	\$856,092.80	\$45,907.20	65%		0	Delete 8 Planters (Owner request)
Espanola Way	11	10/21/02	\$856,092.80	\$5,190.00	\$861,282.80	\$40,717.20	65%		21	Underground Phone and TV cables, requested and funded by property owner
Espanola Way	12	10/21/02	\$861,282.80	(\$100.00)	\$861,182.80	\$40,817.20	70%		0	Credit for error on Change Order # 9
Espanola Way	13	10/21/02	\$861,182.80	\$1,180.00	\$862,362.80	\$39,637.20	70%		0	Water line to Proposed fountain
Espanola Way	14	11/12/02	\$862,362.80	\$720.00	\$863,082.80	\$38,917.20	85%		0	Ramp at Tantra for Dumpster
Espanola Way	15	11/12/02	\$863,082.80	\$512.00	\$863,594.80	\$38,405.20	85%		0	Change Planter Layout (Owner Request)
Espanola Way	16	11/12/02	\$863,594.80	\$2,000.00	\$865,594.80	\$36,405.20	85%		5	Change inlet to Storm drains
Espanola Way	17	12/6/02	\$865,594.80	\$500.00	\$866,094.80	\$35,905.20	90%		0	Additional rain water leaders
Espanola Way	18	12/6/02	\$866,094.80	(\$1,584.50)	\$864,510.30	\$37,489.70	90%		0	Net plant material changes by Landscape Architect
Espanola Way	19	01/21/03	\$861,282.80	\$5,760.97	\$867,043.77	\$31,728.73	99%		7	Added Sidewalk, Curb, & Header at edge of pavers
Espanola Way	20	01/21/03	\$867,043.77	\$2,690.00	\$869,733.77	\$29,038.73	99%		2	Install photoelectric cell control for street lights.
Espanola Way	21	01/28/03	\$869,733.77	\$23,547.35	\$893,281.12	\$5,491.38	100%		4	Pay item quantity adjustments and Added drainage.
Espanola Way			\$893,281.12	(\$6,293.50)	\$886,987.62	\$11,784.88			0	Credit from Contractor for quantity adjustments.
Espanola Way				(\$5,190.00)		\$16,974.88				Contribution from Property Owners for C.O.# 11.
Espanola Way				\$16,589.00		\$385.88				Additional services to A/E for additional Construction Administration (time and scope: \$8,447) and DERM Fee Reimbursement (\$8,142)
Fisher Park	1	8/10/99	\$140,451.04	\$6,874.12	\$147,325.16	\$7,201.39	27%	\$		New scope of work for new layout of tot lot & install new fencing
Flamingo Pool	1	9/25/01	\$2,399,800.00	\$53,500.00	\$2,453,300.00	\$239,980.00				Re-route electrical feed
Flamingo Pool	2	10/24/01	\$2,453,300.00	\$20,170.48	\$2,473,470.48	\$219,809.52	40%			relocate FPL underground line to accommodate new pool
Flamingo Pool	3	10/24/01	\$2,473,470.48	\$62,800.00	\$2,536,270.48	\$157,009.52	40%			Add Alternate # 2 - Sunburst Fence (originally anticipated)
Flamingo Pool	4	10/24/01	\$2,536,270.48	(\$8,680.00)	\$2,527,590.48	\$165,689.52	40%			Delete 3 lifeguard chairs and substitute pool coating
Flamingo Pool	5	2/19/02	\$2,527,590.48	(\$11,246.40)	\$2,516,344.08	\$176,935.92	80%		-10	Credit for using existing portion of sanitary sewer lines

General Obligation Bond Oversight Committee
Contingency Report - November 2004

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
Flamingo Pool	6	2/19/02	\$2,516,344.08	\$37,503.65	\$2,553,847.73	\$139,432.27	80%		+15	Revised storm system layout to include new drainage well. Installation of support haunches at large pool for structural stability.
Flamingo Pool	7	4/2/02	\$2,553,847.73	\$54,000.00	\$2,607,847.73	\$85,432.27			+10	installation of Spray Deck, included as Add Alternate, requested by Parks (originally anticipated)
Flamingo Pool	8	4/8/02	\$2,607,847.73	\$4,264.48	\$2,612,112.21	\$85,432.27			0	installation of interior signage, taken from signage allowance (originally anticipated)
Flamingo Pool	9	4/30/02	\$2,612,112.21	\$17,874.42	\$2,629,986.63	\$67,557.85		\$	+24	furnish/install anchors for swim lines, install 5 umbrella anchors, install electrical conduit/wires and panels for night lighting system
Group A & B Parks										
Island View Park - Ph II	1	1/9/02	\$123,453.48	(\$29,330.00)	\$94,123.48	\$62,348.00	20%			Removal of Shade Pavilion from Scope of Services (at City's request)
All Parks	2	1/28/02	\$94,123.48	\$30,060.00	\$124,183.48	\$28,268.18	30%			Removal of concrete slab at Island View tot lot, upgrade to galvanized steel fencing with electrostatic paint
All Parks	3	3/1/02	\$124,183.48	\$8,703.66	\$132,887.14	\$19,564.52	75%			Addition of columns to fencing, relocation of column, addition of 43 linear feet of fencing to accommodate existing tree route systems
All Parks	4	3/1/02	\$132,887.14	\$0.00	\$132,887.14	\$19,564.52	75%		+45	Time extension due to delay of construction start to accommodate ongoing programming at parks
Crespi Park	5	5/15/02	\$132,887.14	\$6,136.00	\$139,023.14	\$13,428.52	90%	\$	0	Installation of specially fabricated sections of fencing to avoid conflict with tree root systems
Island View Park	1	8/4/99	\$192,053.48	\$1,775.79	\$193,829.27					Replace underground pipe for electric service to 2 existing lights
Island View Park	2	12/29/99	\$193,829.27	\$4,044.04	\$197,873.31	\$8,703.16	36%	\$	0	Removal of Basketball Court & restoration of area
Marseilles Drive	1	5/19/03	\$1,356,913.00	\$18,613.00	\$1,375,526.00	\$117,078.00	35%		8	Change elevation to drainage structures and pipes.
Marseilles Drive	2	5/19/03	\$1,375,526.00	(\$756.00)	\$1,374,770.00	\$117,834.00	35%		0	Credit for use of a less expensive water pipe material.
Marseilles Drive	3	5/19/03	\$1,374,770.00	\$3,957.00	\$1,378,727.00	\$113,877.00	35%		2	Use of a different material and type for all curb and gutter inlet frames and grates.
Marseilles Drive	4	7/24/03	\$1,378,727.00	\$18,240.00	\$1,396,967.00	\$95,637.00	40%		5	Additional 2" layer of asphalt requested by the Public Works Dept.
Marseilles Drive	5	7/24/03	\$1,396,967.00	(\$4,000.00)	\$1,392,967.00	\$99,637.00	40%		0	Credit for reduced drainage well depth.
Marseilles Drive	6	7/24/03	\$1,392,967.00	\$5,056.00	\$1,398,023.00	\$94,581.00	40%		2	Resolution of a conflict with a water main pipe at Rue Versailles.
Marseilles Drive	7	7/24/03	\$1,398,023.00	\$0.00	\$1,398,023.00	\$94,581.00	40%		4	Additional days for document discrepancies.
Marseilles Drive	8	7/24/03	\$1,398,023.00	\$0.00	\$1,398,023.00	\$94,581.00	40%		1	Additional rain delay.
Marseilles Drive	9	7/24/03	\$1,398,023.00	\$0.00	\$1,398,023.00	\$94,581.00	40%		16	Delay due to FDOT lane closure permit.
Marseilles Drive	10	8/12/03	\$1,398,023.00	\$17,200.00	\$1,415,223.00	\$77,381.00	55%		6	Re-routing of water main pipe at Normandy and Rue Notre Dame to avoid conflict with existing gas main and storm sewer pipe.
Marseilles Drive	11	8/12/03	\$1,415,223.00	\$3,802.00	\$1,419,025.00	\$73,579.00	55%		2	Replacement of existing sanitary sewer pipe at Bay Drive and Marseille.
Marseilles Drive	12	8/12/03	\$1,419,025.00	\$6,080.00	\$1,425,105.00	\$67,499.00	55%		0	Additional 2" layer of asphalt requested by the Public Works Dept. at Rue Versailles.

Bolded items reflect Change Orders/Contingency commitments that have occurred since the last General Obligation Bond Oversight Committee meeting.

General Obligation Bond Oversight Committee
Contingency Report - November 2004

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
Marseilles Drive	13	8/12/03	\$1,425,105.00	\$6,080.00	\$1,431,185.00	\$61,419.00	55%		0	Additional 2" layer of asphalt requested by the Public Works Dept. at Rue Notre Dame.
Marseilles Drive	14	8/12/03	\$1,431,185.00	\$2,622.00	\$1,433,807.00	\$58,797.00	55%		6	Removal of 95 Ft. of existing curb and gutter and replacement with new valley gutter. Removal of existing grate and replacement at different location due to a change in design at an intersection.
Marseilles Drive	15	8/12/03	\$1,433,807.00	\$1,437.00	\$1,435,244.00	\$57,360.00	55%		1	Added traffic control loop at Rue Versailles and Normandy Drive.
Marseilles Drive	16	8/12/03	\$1,435,244.00	\$5,060.00	\$1,440,304.00	\$52,300.00	55%		5	Existing tree removal at Rue Notre dame due to line of sight.
Marseilles Drive	17	8/12/03	\$1,440,304.00	\$4,613.00	\$1,444,917.00	\$47,687.00	55%		2	Additional storm drainage structure.
Marseilles Drive	18	12/19/03	\$1,444,917.00	\$1,320.00	\$1,446,237.00	\$46,367.00	85%		7	Electrical Service for Irrigation Controller.
Marseilles Drive	19	12/19/03	\$1,446,237.00	\$0.00	\$1,446,237.00	\$46,367.00	85%		0	This Change Order was voided because the CMB declined to install additional street light at Cul-De-Sac.
Marseilles Drive	20	12/19/03	\$1,446,237.00	(\$179.00)	\$1,446,058.00	\$46,546.00	85%		0	Credit for replacing 1#5 Re-Bar wit a #3 Re-Bar.
Marseilles Drive	21	12/19/03	\$1,446,058.00	\$11,539.75	\$1,457,597.75	\$35,006.25	85%		10	Re-Construct Rue Versailles to conform revised elevations.
Marseilles Drive	22	12/19/03	\$1,457,597.75	\$21,793.75	\$1,479,391.50	\$13,212.50	85%		38	To install new drainage system along Marseilles Drive, Labor and equipment
Marseilles Drive	23	12/19/03	\$1,479,391.50	\$3,474.00	\$1,482,865.50	\$9,738.50	85%		0	To install new drainage system along Marseilles Drive, material.
Marseilles Drive	24	12/19/03	\$1,482,865.50	(\$438.00)	\$1,482,427.50	\$10,176.50	85%		0	Credit to the CMB for 2-1/2" water meter of Irrigation system.
Marseilles Drive	25	12/19/03	\$1,482,427.50	\$1,716.00	\$1,484,143.50	\$8,460.50	85%		3	Installation of irrigation main line from STA 7+00 to STA 8+10
Marseilles Drive	26	12/19/03	\$1,484,143.50	\$0.00	\$1,484,143.50	\$8,460.50	85%		2	16" water main tied in, Change Order for 2 additional days only.
Marseilles Drive	27	1/7/04	\$1,484,144.75	(\$11,796.00)	\$1,472,348.40	\$20,256.50	90%		0	Deleted work at Cul-De-Sac of Rue Notre Dame.
Marseilles Drive	28	1/7/04	\$1,472,348.40	(\$5,534.50)	\$1,466,813.90	\$25,791.00	90%		3	Deleted Landscape work at Rue Versailles & N. Drive.
Marseilles Drive	29	1/7/04	\$1,466,813.90	(\$1,055.00)	\$1,465,758.90	\$26,846.00	90%		0	Deleted Landscape work at Rue Notre Dame & N. Drive.
Marseilles Drive	30	1/7/04	\$1,465,758.90	\$400.00	\$1,465,358.90	\$26,446.00	90%		1	Additional Sidewalk at East side of R. Notre Dame & N. Drive.
Marseilles Drive	31	1/7/04	\$1,465,358.90	\$622.00	\$1,466,820.90	\$25,784.00	90%		0	Additional Pictures for August, September & October.
Marseilles Drive	32	1/7/04	\$1,466,820.90	\$495.00	\$1,467,315.90	\$25,289.00	90%		1	To Replace Irrigation Backflow Preventer
Marseilles Drive	33	1/7/04	\$1,467,315.90	\$0.00	\$1,467,315.90	\$25,289.00	90%		12	Additional Time for Landscaping, Marking due to Water Meter
Marseilles Drive	34	1/7/04	\$1,467,315.90	\$550.00	\$1,467,865.90	\$24,739.00	90%		2	Repair Brick Pavers at East & West side of Rue Versailles & N. Drive.
Marseilles Drive	35	1/7/04	\$1,467,865.90	\$0.00	\$1,467,865.90	\$24,739.00	90%		6	Additional Time for the Last Lift of Asphalt along Marseilles.
Marseilles Drive	36	1/7/04	\$1,467,865.90	\$3,057.00	\$1,470,922.90	\$21,682.00	95%	\$159,614.97	18	Modification to Service Track plus installation of Electric Meter Can
Normandy Isle Park and Pool	1	9/10/02	\$2,264,000.00	\$1,708.00	\$2,265,708.00	\$218,004.00	0.05%		0	Reimbursement for payment for Removal of FPL facilities from Pool Building
Normandy Isle Park and Pool	2	9/10/02	\$2,265,708.00	\$0.00	\$2,265,708.00	\$218,004.00	0.05%		84	Time delay related to waiting for relocation of County and FDOT facilities
Normandy Isle Park and Pool	3	3/10/03	\$2,265,708.00	\$1,078.00	\$2,266,786.00	\$216,926.00	0.05%		0	Additional work to dig test pits

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Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
Normandy Isle Park and Pool	4	12/10/02	\$2,266,786.00	\$179,000.00	\$2,445,786.00	\$37,926.00	1.00%		0	To reinstate the piling foundation system and concrete deck previously removed during value engineering
Normandy Isle Park and Pool	5	10/7/03	\$2,445,786.00	\$0.00	\$2,445,786.00	\$37,926.00	25%		102	Approved additional 102 days due to negotiations related with the pool deck.
Normandy Isle Park and Pool	6	12/3/03	\$2,445,786.00	\$15,864.98	\$2,461,650.98	\$37,926.00	35%		15	P&R Requested modifications and additions to contract.
Normandy Isle Park and Pool	7	1/14/04	\$2,461,650.98	\$23,488.75	\$2,485,139.73	\$37,926.00	35%		0	To install additional floor drains, Demolish & disposal existing Playground, installing P.V.C. for irrigation, Changes along deck level.
Normandy Isle Park and Pool	8	3/8/04	\$2,485,139.73	\$0.00	\$2,485,139.73	\$37,926.00			53	Additional 53 days to Contract time due to expired pool permits plan re-processing.
Normandy Isle Park and Pool	9	3/8/04	\$2,485,139.73	\$12,320.41	\$2,497,460.14	\$25,605.59	47%		0	Installation of additional underground primary and secondary electrical conduits and wiring and relocation of FPL electrical transformer.
Normandy Isle Park and Pool	10	4/8/04	\$2,497,460.14	\$12,270.34	\$2,509,730.48	\$13,335.25	47%		8	Revisions to structural scope by addition of collector tank and extension of the pool pump room.
Normandy Isle Park and Pool	11	4/22/04	\$2,509,730.48	(\$143,750.00)	\$2,365,980.48	\$157,085.25	47%	\$1,214,304.14	-10	Removal of Scope of Work: perimeter fence, landscaping and irrigation on the park portion of the Project.
North Shore Open Space Park - Phase II	1	10/15/02	\$361,651.00	\$300.00	\$361,951.00	\$40,265.00	25%		0	Demolish and dispose two (2) existing vita course stations (not included in original scope)
North Shore Open Space Park - Phase II	2	10/28/02	\$361,951.00	\$1,477.00	\$363,428.00	\$38,788.00	28%		0	Installation of 2 4" sleeves at three locations under the newly installed 15' wide pathway
North Shore Open Space Park - Phase II	3	11/14/02	\$363,428.00	\$2,642.71	\$366,070.71	\$36,145.29	30%		0	re-grading of the areas of the old guard house and along the existing pathway in order to allow a smoother grade/transition
North Shore Open Space Park - Phase II	4	11/14/02	\$366,070.71	\$199.03	\$366,269.74	\$35,946.26	30%		0	Deletion of Asphalt Striping and addition of 1" of asphalt from 79th Street to 81st Street as a means of reinforcing surfacing for anticipated heavy traffic
North Shore Open Space Park - Phase II	5	5/19/03	\$366,269.74	(\$6,770.40)	\$359,499.34	\$42,716.66	100%	\$	0	Credit for 7,440 square feet of defective asphalt.
North Shore Park and Youth Center	1	4/11/02	\$5,659,357.00	\$6,000.00	\$5,665,357.00	\$307,168.00	3%			To hire a locator service to locate and identify underground utilities
North Shore Park and Youth Center	2	4/29/02	\$5,665,357.00	\$4,480.00	\$5,669,837.00	\$302,688.00	5%			To dispose of sports lighting poles and selected foundations (Park Portion)
North Shore Park and Youth Center	3	4/29/02	\$5,669,837.00	\$12,086.00	\$5,681,923.00	\$290,602.00	5%			To provide separate electrical meter services for the Tennis Center as requested by the Parks & Rec. Dept. (Park Portion)
North Shore Park and Youth Center	4	8/5/02	\$5,681,923.00	\$89,776.00	\$5,771,699.00	\$290,602.00	11%		0	To include value engineered items back in the project: different locker construction, alternate door construction and size, alternate wood gymnasium floors and construction of 2 additional tennis courts (originally anticipated). Funded through GO Bond funds reallocated after addition of CDBG funds.

General Obligation Bond Oversight Committee
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Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
North Shore Park and Youth Center	5	8/5/02	\$5,771,699.00	\$321,526.00	\$6,093,225.00	\$290,602.00	11%		0	To include sport lighting for the project (originally anticipated). Funded through GO Bond funds reallocated after addition of CDBG funds.
North Shore Park and Youth Center	6	8/9/02	\$6,093,225.00	\$61,965.00	\$6,155,190.00	\$228,637.00	15%		0	To provide 6 storm drain retention tanks to meet DEP requirements.
North Shore Park and Youth Center	7	8/21/02	\$6,155,190.00	\$21,076.00	\$6,176,266.00	\$207,561.00	18%		0	To relocate the and upgrade the existing FPL Transformer
North Shore Park and Youth Center	8	10/24/02	\$6,176,266.00	\$10,939.00	\$6,187,205.00	\$196,622.00	30%		24	Relocation of 5 pigeon plums as requested by DERM and additional exit lights within the Tennis Center as requested by The Building Department
North Shore Park and Youth Center	9	11/13/02	\$6,187,205.00	\$38,872.00	\$6,226,077.00	\$196,622.00	38%		0	Additional 2 clay tennis courts for total of 12 courts. Funding came from North Beach Quality of Life/Resort Tax Fund
North Shore Park and Youth Center	10	1/8/03	\$6,226,077.00	\$1,403.00	\$6,227,480.00	\$195,219.00	50%		108	Cost for stand alone fire alarm system for Tennis Center (\$7,830), credit for changes to main sewer line (-\$2,027.52), and raising top of footing elevation at Youth Center and Gymnasium (-\$4,400)
North Shore Park and Youth Center	11	1/8/03	\$6,227,480.00	\$11,447.00	\$6,238,927.00	\$183,772.00	50%		0	Additional exit signs for Tennis Center (\$1,857) and reconfiguration of storm drainage system (9,590)
North Shore Park and Youth Center	12	1/8/03	\$6,238,927.00	\$28,548.00	\$6,267,475.00	\$155,224.00	50%		0	Additional data services requested by owner, upgrade of window color, and location of a drain at practice tennis court
North Shore Park and Youth Center	13	2/14/03	\$6,267,475.00	\$6,272.00	\$6,273,747.00	\$148,952.00	55%			Additional phone conduit & receptacle (owner request), concrete pad for FPL electric transformer, and structural change to support A/C ducts in Gym north wall
North Shore Park and Youth Center				(\$38,590.00)		\$187,542.00				Funding Added by Parks and Recreation for Change Orders
North Shore Park and Youth Center	14	5/19/03	\$6,273,747.00	\$30,464.00	\$6,304,211.00	\$157,078.00	75%		0	1. Provision of gypsum drywall ceiling for Tennis Center restrooms-\$1,290; 2. Inclusion of Value Eng. Item 16R-\$17,754; 3. Exterior paint color sample -\$237; 4. Removal of trees \$1,881.25; 5. Additional 4" roof drain-\$1,616; 6. Tennis court irrigation line \$3,773; 7. Additional roof insulation-\$1,773.75; 8. Two(2) 2" PVC Duct Bank- \$2,138.60
North Shore Park and Youth Center	15	6/10/03	\$6,304,211.00	\$66,464.00	\$6,370,675.00	\$90,614.00	75%		20	1.Drop ceiling in Tennis Center- \$748; 2. Provision of access ladder to access the roof \$3,333; 3. Construction of 4 dugouts-\$57,502; 4. Installation of additional strobe lights- \$4,881. Additional 20 days was granted for construction of dugouts.
North Shore Park and Youth Center	16	7/15/03	\$6,370,675.00	\$24,045.00	\$6,394,720.00	\$66,569.00	75%		31	1. Relocation of 2 light poles at the Tennis Center \$12,220 - 2. Addition of 6 area drains on the north side of the Tennis court area to introduce an underground drainage system.

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North Shore Park and Youth Center	17	7/15/03	\$6,394,720.00	\$7,750.00	\$6,402,470.00	\$58,819.00	75%		10	1. Sidewalk addition to provide access to the entry ramps south of the building - \$7,075; 2. Addition of sprinkler heads requested by Fire Inspector - \$1,753; 3. Credit for deletion of stucco at Youth Center West wall - (\$1,078). Contract time will be increased 10 days for Phase 3 and 31 days for Phase 2.
North Shore Park and Youth Center	18	8/25/03	\$6,402,470.00	\$6,219.00	\$6,408,689.00	\$52,600.00	85%		0	Four picket gates at North and South Entrances not shown on contract documents.
North Shore Park and Youth Center	19	8/25/03	\$6,408,689.00	\$19,298.00	\$6,427,987.00	\$33,302.00	85%		0	Install two rain water scuppers and additional roofing at West Entrance. Enclosure of ductwork a gymnasium.
North Shore Park and Youth Center				(\$102,750.00)		\$136,052.00				Funding Added by Parks and Recreation for Change Orders
North Shore Park and Youth Center	20	4/23/04	\$6,427,987.00	\$17,541.00	\$6,445,528.00	\$118,511.00	95%		162	Credit for Underground Utility Exploration from CO #1 (- \$5,760.00), Provide a 4" diam. Water meter (\$14,420.00), Additional Fire Alarm devices as required by Fire Inspection (\$3,413.00), Sign for South Entrance (\$991.00), Removal of trees from West baseball field (\$3,210.00), Additional 162 day time extension for Phase I only. Net Current Days are for Phase I: 320, Phase II: 61, and Phase III: 60.
North Shore Park and Youth Center	21	4/23/04	\$6,445,528.00	\$21,065.00	\$6,466,593.00	\$97,446.00	95%	\$ 794,688.00	15	Interior Paint at Stair 2 (\$1,393.87), Temporary Power Reimbursement to GC (\$4,286.39), Additional fire Sprinkler Valve for Elevator Shaft (\$1,013.73), Electrical Service SE Field Water Fountain (\$1,902.01), Street Cuts North Entrance (\$4,701.33), Water Fountain Backflow Valve (\$636.69), Landscape Credit (- \$1,841.00), Single Phase 220V for Elevator (\$1,597.72), Restroom Vanities Counter Supports (\$1,454.48), Water Fountain ADA Compliance (\$1,491.69). Job Site Security during FTAA as requested by City (\$4,428.00).
North Shore Park and Youth Center		5/26/04		(\$120,000.00)		\$217,446.00				City Commission Added \$120,000 in funding for Change Orders
North Shore Park and Youth Center	22	7/21/04	\$6,466,593.00	\$127,087.00	\$6,593,680.00	\$90,359.00	98%	\$ 329,684.20	0	Items required due to Building Department inspections required for Final CO and Owner's Punch List: Electrical (\$1,785), Irrigation breaker (\$363), Baseball Field Maintenance Gates (\$1,274), Elevator Room's Electrical and Fire Protection changes (\$29,927), Supervision fees (\$27,360), Performance Bond (\$18,230), Changes to West Plaza (\$14,046), Bracing at Shower Stalls (\$4,176), Additional Roof Scuppers and dampers (\$5,062), Wood thresholds (\$2,347), HVAC Mold Test (\$1,300), Glass railing at Teen's Room (\$9,922), Shuffle Board Permit Processing fee (\$1,598), Various items at Gym, including metal shields, wood nosing, paint, additional fire alarm devices (\$9,697).

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North Shore Park and Youth Center	23	10/6/04	\$6,593,680.00	\$11,942.00	\$6,605,622.00	\$78,417.00	98%	\$ 329,684.20	0	Items required due to Building Department inspections required for Final CO and Owner's Punch List: Additional overflow roof scuppers (\$3,580.50), Installation of safe boxes (\$630.00), Additional Gates at North Baseball Field (\$1,239.50), Window Testing at Storefronts (\$1,182.00), and Elect/Mech Changes to Mech. Room 136 (\$5,310.00).
Scott Rakow Youth Center	1	1/16/02	\$2,845,700.00	\$47,300.00	\$2,893,000.00	\$0.00	10%		0	Alternates 1, 2 and 4 for Phasing plan, outdoor rubber flooring and landscaping
Scott Rakow Youth Center	2	N/A	\$0.00	\$0.00	\$0.00	\$0.00	0%		0	VOIDED
Scott Rakow Youth Center	3	2/19/02	\$2,893,000.00	\$0.00	\$2,893,000.00	\$0.00	30%		89	89 day time extension
Scott Rakow Youth Center	4	2/19/02	\$2,893,000.00	(\$36,008.00)	\$2,856,992.00	\$0.00	50%		0	Delete elevator and folding partitions
Scott Rakow Youth Center	5	5/21/02	\$2,856,992.00	\$29,700.00	\$2,886,692.00	\$250,000.00	60%		0	Relocate utilities, additional electrical service to ice rink, reroute Bell South underground service
Scott Rakow Youth Center	6	9/24/02	\$2,886,692.00	\$36,008.00	\$2,922,700.00	\$213,992.00	70%		0	Adding back in the elevator and folding partitions
Scott Rakow Youth Center	7	9/24/02	\$2,922,700.00	\$160,594.77	\$3,083,294.77	\$53,397.23	70%		0	Rerouting storm pipe, additional fire devices and fixtures, repairs to broken water main, remobilization for auger cast piles, paint locker room walls and ceilings, relocation of pedestrian crossing signal, repair of BellSouth lines, repair concrete beams, Zamboni water heater, Water Absorption Tank and monitoring system, rerouting conduit, HVAC unit roof frame, delete basketball court floor replacement work, new foundation for north stairs, modifications to roof and roof structure
Scott Rakow Youth Center	8	11/8/02	\$3,083,294.77	\$9,306.25	\$3,092,601.02	\$4,166.00 *	80%		0	Installation of louvered door at mechanical room
* Specific costs were paid out of project contingency to FPL, Bell South, PSI Geotechnical. Threshold Inspector. These costs were not paid through the contractor and therefore would not be a part of a change order to the Contractor.										
Scott Rakow Youth Center	9	1/8/03	\$3,092,601.02	(\$21,016.08)	\$3,071,584.94	\$25,182.08	85%		0	Credit for security guard services and ammonia monitoring system. System will be monitored through Fire Alarm panel.
Scott Rakow Youth Center	10	1/8/03	\$3,071,584.94	\$11,844.81	\$3,083,429.75	\$13,337.27	85%		0	Electrical wiring modifications for existing pool and restrooms; furnish and install new light fixture at entrance; furnish and install new 480v/60amp electrical feeder for new water heater and pump at Zamboni room
Scott Rakow Youth Center	11	2/25/03	\$3,083,429.75	\$2,950.11	\$3,086,379.86	\$110,387.16	85%		0	Work required for fire alarm panel relocation, and addition of strobe and horn for ammonia leak detection device. \$100,000 was added to the project contingency.

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<u>Project</u>	<u>CO #</u>	<u>Date of Approval</u>	<u>Original Contract Amount</u>	<u>Change Order Amount</u>	<u>Revised Contract Amount</u>	<u>Remaining Contingency</u>	<u>% of Project Complete (approx.)</u>	<u>Contract Amount Remaining to be Paid</u>	<u># of Days</u>	<u>Purpose</u>
Scott Rakow Youth Center	12	4/4/03	\$3,086,379.86	\$10,406.70	\$3,096,786.56	\$99,980.46	85%		0	Relocation of electrical equipment, installation of panic hardware at ice rink entrance doors, and automation of ice rink equipment room fan with ammonia detection panel.
Scott Rakow Youth Center	13	6/30/03	\$3,096,786.56	\$39,860.58	\$3,136,647.14	\$60,119.88	90%		0	Installation of new louver and ductwork to maintain fresh air intake at existing mechanical room, installation of new emergency exit lights, new 42" railing at entry ramp area, additional conduit and wiring to connect ice rink equipment room exhaust fan to fire alarm panel.
Scott Rakow Youth Center	14	8/7/03	\$3,136,647.14	(\$4,500.00)	\$3,132,147.14	\$64,619.88	90%	\$580,162.93	0	Credit for deletion of 4-foot concrete sidewalk along Pine Tree Drive.
Tatum Park	1	2/23/00	\$341,518.36	\$50,987.25	\$392,505.61					new basketball court (originally anticipated)
Tatum Park	2	2/23/00	\$392,505.61	\$33,012.05	\$425,517.66	\$4,477.89	81%			sports and security lighting (originally anticipated)
Tatum Park	3	11/1/01	\$425,517.66	(\$1,800.00)	\$423,717.66	\$6,277.89	100%	\$	-	Contractor's portion of Safety Surface Installation

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A resolution setting a Public Hearing pursuant to Miami Beach City Code Section 118-563 to grant a Certificate of Appropriateness for Demolition of 7601 Atlantic Way and 7611 Collins Avenue, both designated single family contributing structures to the City of Miami Beach Historic Properties Database and located within the Harding Townsite / Altos del Mar Local Historic District, in order to develop on the same site the Altos del Mar Park Project.

Issue:

Should a Public Hearing be set to grant a Certificate of Appropriateness for Demolition of 7601 Atlantic Way and 7611 Collins Avenue?

Item Summary/Recommendation:

The City Commission directed the City Administration to follow the appropriate procedures and processes to demolish 7601 Atlantic Way and 7611 Collins Avenue, both contributing structures on the Miami Beach Historic Properties Database. This direction was provided at the Commission meeting of July 7, 2004.

The Project was presented to the Historic Preservation Board at its meeting of October 12, 2004. The HPB voted to recommend to the City Commission that the single family structures be demolished.


It is necessary for the City Commission to grant a Certificate of Appropriateness for Demolition in order to proceed with the present direction on this project.

It should be noted that the City Code does not require the City Commission to schedule a public hearing in considering the issuance of a Certificate of Appropriateness for Demolition, however, this is the same process followed by the Historic Preservation Board. In order to protect the City from potential challenge, it is recommended that the Commission follow the same process. Following this process does not affect the development schedule for the new Altos del Mar Park Project.

Advisory Board Recommendation:

The Historic Preservation Board recommended approval at its meeting of October 12, 2004.

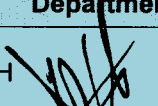
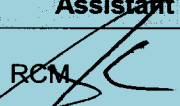
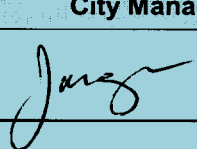
Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

M. Alexandra Rolandelli, CIP Office

Sign-Offs:

Department Director	Assistant City Manager	City Manager
TH 	RCM 	

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N-AltosPk-02-11102004

AGENDA ITEM C7A

DATE 11-10-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: November 10, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING PURSUANT TO MIAMI BEACH CITY CODE SECTION 118-563 TO GRANT A CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION OF THE EXISTING STRUCTURES LOCATED AT 7601 ATLANTIC WAY AND 7611 COLLINS AVENUE, RESPECTIVELY; BOTH STRUCTURES DESIGNATED AS SINGLE FAMILY CONTRIBUTING STRUCTURES IN THE CITY OF MIAMI BEACH HISTORIC PROPERTIES DATABASE AND LOCATED WITHIN THE HARDING TOWNSITE / ALTOS DEL MAR LOCAL HISTORIC DISTRICT; SAID DEMOLITION NECESSARY IN ORDER TO PROCEED WITH THE DEVELOPMENT ON THE SAME SITE OF THE ALTOS DEL MAR PARK PROJECT.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On July 7, 2004, the City Commission directed the City Administration to pursue the demolition of the existing single family structures located at 7601 Atlantic Way and 7611 Collins Avenue (Attachment "A"). Both structures are designated contributing in the Miami Beach Historic Properties Database and are located within the Harding Townsite / Altos del Mar Local Historic District. The City Commission evaluated the structures relative to their current deteriorated conditions, their potential for adaptive reuse from single family residential buildings to public park use, the requirements of the Building Code and the Florida Coastal Construction Control code, and the projected costs of restoration and adaptive reuse. Following a discussion on the issues, the Commission determined that it was not appropriate to try to preserve and reuse the structures, and directed the Administration to apply for a Certificate of Appropriateness for the demolition.

On October 12, 2004, the Historic Preservation Board (HPB) discussed the Planning Department File No. 2494 and resolved to unanimously recommend to the City Commission, in their advisory capacity, the total demolition of the structures. The vote on the motion was 5 members recommending demolition, with 2 members absent. The Historic Preservation Board Final Order was issued on October 25, 2004 (Attachment "B").

The Final Order states that “the Historic Preservation Board recommends that a Certificate of Appropriateness be GRANTED for the above-referenced project” subject to the following conditions:

1. The completed design of Altos Del Mar Park shall return to the Historic Preservation Board for review and approval.
2. Revised drawings, with corresponding color photographs, which are separate from the construction documents, drawn to scale and clearly documenting the existing conditions of the subject buildings, shall be submitted. Such drawings and photographs shall include all four elevations and interior floor plans of the building, as well as a site plan.
3. A drawn plan and written procedure for the proposed demolition shall be prepared and submitted by a Professional Structural Engineer, registered in the State of Florida, which fully ensures the protection of the public safety, as well as the protection of the existing structure on the subject site and all existing structures adjacent to the subject site during the course of demolition.
4. The Final Order is not severable, and if any provision or condition hereof is held void or unconstitutional in a final decision by a court of competent jurisdiction, the order shall be returned to the Board for reconsideration as to whether the order meets the criteria for approval absent the stricken provision or condition, and/or it is appropriate to modify the remaining conditions or impose new conditions.

If the Demolition Permit is not issued within eighteen (18) months of the meeting date at which the City Commission grants a Certificate of Appropriateness and construction does not commence and continue in accordance with the requirements of the applicable Building Code, the Certificate of Appropriateness will become null and void, unless, prior expiration of such period, a time extension application is submitted to the Board.

It should be noted that Condition Nos. 2 and 3 are being fulfilled by the already submitted report of existing conditions, prepared by BRS, the Project’s Structural Engineer and, through the requirements of the City’s Building Department at the time of issuing the Demolition permit.

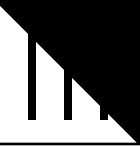
At this time, in order for the Project to proceed as previously directed, it is necessary for the City Commission to schedule a Public Hearing to consider the need to grant a Certificate of Appropriateness for total Demolition.

It should be noted that the City Code does not require the City Commission to schedule a public hearing in considering the issuance of a Certificate of Appropriateness for Demolition, however, this is the same process followed by the Historic Preservation Board. In order to protect the City from potential challenge, it is recommended that the Commission follow the same process. Following this process does not affect the development schedule for the new Altos del Mar Park Project.

Attachments.

JMG/ESM/TH/ar

T:\AGENDA\2004\Nov1004\Consent\Altos del Mar Public Hearing Demolition Memo.doc



RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING PURSUANT TO MIAMI BEACH CITY CODE SECTION 118-563 TO GRANT A CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION OF THE EXISTING STRUCTURES LOCATED AT 7601 ATLANTIC WAY AND 7611 COLLINS AVENUE, RESPECTIVELY; BOTH STRUCTURES DESIGNATED AS SINGLE FAMILY CONTRIBUTING STRUCTURES IN THE CITY OF MIAMI BEACH HISTORIC PROPERTIES DATABASE AND LOCATED WITHIN THE HARDING TOWNSITE / ALTOS DEL MAR LOCAL HISTORIC DISTRICT; SAID DEMOLITION NECESSARY IN ORDER TO PROCEED WITH THE DEVELOPMENT ON THE SAME SITE OF THE ALTOS DEL MAR PARK PROJECT.

WHEREAS, on July 7, 2004, the City Commission directed the Administration to pursue the demolition of the existing single family structures located at 7601 Atlantic Way and 7611 Collins Avenue in connection with the development on the same site of the Altos Del Mar Park Project; and

WHEREAS, both structures are designated contributing in the Miami Beach Historic Properties Database, and are located within the Harding Townsite / Altos del Mar Local Historic District; and

WHEREAS, the City Commission evaluated the structures relative to their current deteriorated conditions, their potential for adaptive re-use from single family residential buildings to public park use, the requirements of the Building Code and the Florida Coastal Construction Control Code, and the projected costs of restoration and adaptive re-use; and

WHEREAS, following a discussion on the issues, the City Commission determined that it was not appropriate to try to preserve and reuse the structures, and directed the Administration to apply for a Certificate of Appropriateness for demolition of same; and

WHEREAS, the procedures for granting or denying a request for a Certificate of Appropriateness for Demolition of a building on an historic site require that the City's Historic Preservation Board hold a public hearing and transmit a recommendation to the City Commission; the City Commission then hold its own public hearing and makes the final recommendation on the request; and

WHEREAS, on October 12, 2004, the Historic Preservation Board (HPB) discussed the Planning Department File No. 2494 and resolved to unanimously recommend to the City Commission, in its advisory capacity, the total demolition of the structures; and

WHEREAS, before a demolition permit can be issued, the City Commission has to grant a Certificate of Appropriateness for the demolition of the two structures.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby set a public hearing at _____ A.M./P.M. on December 8, 2004, to be held in the City Commission Chambers, 3rd Floor, 1700 Convention Center Drive, Miami Beach, FL 33139, to consider a request for a Certificate of Appropriateness for Demolition of the existing structures located at 7601 Atlantic Way and 7611 Collins Avenue, respectively; both structures designated as single family contributing structures in the City of Miami Beach Historic Properties Database and located within the Harding Townsite / Altos del Mar Local Historic District, is hereby granted; said demolition necessary in order to proceed with the development on the same site of the Altos del Mar Park Project.

PASSED and ADOPTED this _____ day of November, 2004.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

11-2-04 11-2-04
City Attorney Date

ATTACHMENT "A"

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission **Date:** July 7, 2004

From: Jorge M. Gonzalez *Jorge*
City Manager

Subject: **DISCUSSION CONCERNING PRESERVATION OF HISTORIC HOMES IN
ALTOS DEL MAR PARK**

Altos Del Mar Park is proposed to be developed on a 2-acre undeveloped tract of oceanfront land located east of Collins Avenue between 76th and 77th Streets. The park site lies within the Harding Townsite/South Altos Del Mar local historic district, and is adjacent to the Altos Del Mar single family local historic district. Within the boundaries of the park are two residential structures that are historically and architecturally significant. The park is intended to be developed primarily as passive open space; however, other uses may be considered if they are compatible with the historic character of the neighborhood and supported by North Beach residents.

On July 2, 2003 the Mayor and Commission adopted Resolution No. 2003-25245 appropriating \$100,000 from the Capital Reserve Fund for design and construction of emergency repairs to two historic structures in Altos Del Mar Park, and stipulating that engineering fees should not exceed 10% of the \$100,000 and said funds must be repaid from GO Bond funds at such time as the land title was transferred to the City from the State of Florida. Subsequently, the City received title to the land, and GO Bond funds became available.

On October 15, 2003, the City entered into an agreement with the consultant team that was selected pursuant to RFQ No. 41-99/00 to provide planning, design and construction administration services for the overall park project, which has a total budget of \$2.9 million from GO bonds. The team leader is the landscape architectural firm of Falcon + Bueno, with Brill and Rodriguez, Inc. Consulting Engineers, and Allan T. Shulman, P.A., Architect. The initial portion of the agreement was for a limited scope of work including a structural evaluation of the two historic homes, a survey of the entire park site, and floor plans of the existing structures to be developed from field measurements.

The consultants submitted a report on February 11, 2004 entitled "Structural Stabilization of Two Houses in Altos Del Mar Park". The report stipulates that "this investigation has been conducted for the purpose of providing the City with a report containing our opinion regarding the current structural condition of the two structures and for providing an analysis and plan for their temporary emergency protection and stabilization until future permanent corrections can be implemented. Recommendations are submitted with the understanding that these corrections are not intended to make these structures safe for occupancy at this time." Following is a summary of the consultant's recommendations for temporary

540

Agenda Item R96
Date 7-7-04

N-AltosPK-02-07072004

stabilization:

(1) two-story house at 7601 Atlantic Way

- install shoring under damaged concrete elements,
- block up masonry openings on first and second floors,
- demolish screened porch to the slab on grade and block the opening,
- re-strap roof framing to its support, as temporary procedure,
- provide "dry-in" temporary roofing repair to avoid moisture penetration.

(2) one-story house at 7611 Collins Avenue

- completely demolish or preserve masonry walls by lateral bracing until complete restoration is undertaken.

Based upon the engineering report, the City's Building Official issued a Notice of Violation on March 12, 2004 requiring demolition or repair within 30 days. In response, the City installed an 8ft. high chain link fence as a safety measure and began the process of requesting asbestos survey and removal reports, preparing surveys, plans and permits for the required work.

The CIP Office obtained cost estimates for the partial demolition and temporary stabilization from H. A. Contracting, a contractor participating in the Job Order Contracting (JOC) program. The scope of work considered is as follows:

- (1) two-story house at 7601 Atlantic Way: demolish the porch area, as requested in the above report, demolish interior ceiling area to perform the strapping of the roof joists (temporary shoring rental has been estimated for a six-month period), protect the structure from moisture by installing plastic fabric to cover the roof, secure the roof soffits, block all the masonry openings, brace underside of the garage floor, and remove the stair hand-railing for future rehabilitation.
- (2) one-story house at 7611 Collins Avenue: remove all interior walls, ceiling and roof system, block all exterior masonry openings, brace exterior walls (temporary shoring rental has been estimated for a six-month period), remove the fire place mantel piece for future rehabilitation, and completely demolish the independent garage structure, located behind the house.

The H.A. Contracting estimate is \$101,670, excluding permitting fees and the architectural services related to the preparation of documents to process the demolition permit.

The Administration has also analyzed the potential for permanent uses and the probable costs for complete restoration of the two historic structures. The potential uses to serve this park include a food concession, rest rooms and beach patrol headquarters. There has been some interest expressed in community meetings for a museum or interpretive center; however, current funding is insufficient to support restoration efforts and construction for all of these uses. For example, the two-story house located at 7601 Atlantic Way is most suitable for a food concession on the ground floor with indoor and outdoor patio seating.

The beach patrol headquarters could be located on the second floor or in the one-story house located at 7611 Collins Avenue, and an interpretive center could be located in either building.

Very preliminary cost estimates for restoration of these houses have been developed by comparing cost estimates provided for restoration of similar structures located at 7737 Atlantic Way, 7815 Atlantic Way and 7735 Collins Avenue (Exhibit "A"). The size, location, construction methods and degree of physical deterioration are comparable. Allowing for added costs of converting the use from residential to commercial for the City-owned buildings, the house located at 7601 Atlantic Way is estimated to have a construction cost of \$207/sq.ft., including the installation of an elevator to access the second floor and additional \$43/Sq.ft. for soft costs, including architectural and project management services or a total cost of approximately \$718,000. The house located at 7611 Collins Avenue is estimated to have a construction cost of \$247/sq.ft., including the construction of a complete new roofing structure, and additional \$51/sq.ft. for soft costs, including architectural and project management services or a total cost of approximately \$526,000 (Exhibit "B"). These are Budget Level Estimates and could vary by +30% or -15% of the values stated here.

It must be noted that these estimates assume that the State Department of Environmental Protection (DEP) will grant a waiver for habitable use of the ground floor in an historic structure, and that the Building Official and/or the Miami-Dade County Board of Rules and Appeals (BORA) will allow alternative methods of compliance with the building code for a historic structure. It should be noted that these structures were designed and constructed without the engineering calculations required to comply with the current Building Code.

The design and use of the proposed Altos Del Mar Park has not yet been determined. The consultant team was originally selected to provide a complete range of design services for the park including conceptual planning with extensive community input. However, during contract negotiations with the consultant team, it was decided that due to the significant cost involved with restoring these houses, that the final scope of work needed to be developed once the Administration receives direction from the Commission regarding whether or not to restore the houses.

HISTORIC PRESERVATION ANALYSIS

Altos Del Mar, or Highlands of the Sea, was a very early attempt at residential development on Miami Beach, and it is particularly important for the role it played in opening up the City's North Shore and its environs to development. The original Altos Del Mar subdivision (Altos Del Mar No. 1) was platted by the Tatum brothers in 1919. The subdivision ran from 75th Street to 83rd Street and included both sides of Collins Avenue. The main focus of the neighborhood, however, was the newly created Airoso Way. This street was located between Collins Avenue and the beach. It featured 250 foot-deep, oceanfront lots to the east and 125 foot-deep lots between Airoso Way and Collins Avenue to the west. The aptly named Airoso Way, a Spanish word for breezy, was changed to Atlantic Way in 1929. The east-west cross streets lost their romantic floral names to the more uniform numbered streets.

Integrity of location is the most outstanding characteristic of the historic district, as it is the last remaining single-family oceanfront neighborhood in which oceanfront land was historically developed for this purpose. In addition, the Altos Del Mar subdivision was the forerunner of residential neighborhoods in North Beach as well as Surfside and Bal Harbour.

The subject single-family homes are located at 7601 Atlantic Way and 7609-7611 Collins Avenue within the Harding Townsite/Altos Del Mar Historic District. This local historic district was adopted by the City Commission on September 25, 1996. The subject residences have been identified as contributing properties within the Miami Beach Historic Properties Database.

Built in 1939, the residence at 7609-7611 Collins Avenue was designed by architect Gene E. Baylis in a late inspiration of the Mediterranean Revival style. One year later, Baylis was commissioned again to design the residence at 7601 Atlantic Way in a Transitional Modern style. Although these single-family homes are modest in nature, they contribute to the special architectural character of the historic district. Unfortunately, the subject residences are in a state of severe disrepair due to the unusual circumstances of public ownership over many years during which the buildings were not in use. Their unique location near the Atlantic Ocean has expedited the deteriorated physical conditions along with vandalism associated with chronic vagrancy in the immediate area. Although staff might wish to preserve the subject single-family homes for adaptive reuse as public park facilities, the rehabilitation costs to bring them up to Code for public use could make this course of action unrealistic. In addition to correcting the deterioration, the location of one of these modest single family residences on an oceanfront lot within the Coastal Construction Zone could have very profound cost implications for bringing it up to code for public use. Staff would not recommend unrealistic heroics to try to preserve and adaptively reuse these structures for a future use for which they were not originally conceived and designed. The level of physical alteration needed to do so could in itself cause the structures to lose their original design and historic integrity.

CONCLUSION:

The Administration is looking for direction from the City Commission on whether to proceed with plans and permits to stabilize the two historic structures.


JMG/RCM/TH/JEC/AR/JAM
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April 21, 2004

SITE LOCATION: 7737 ATLANTIC WAY
MIAMI BEACH, FLORIDA

Rehabilitation/Restoration:

1	General Conditions:	\$34,215.00
2	Selective Demolition: Remove lath and plaster from walls and ceiling, damaged wood framing, doors and windows, roof, floor and wall finishes, electrical, plumbing and air conditioning.	5,800.00
3	Retrofitting reinforcing into existing masonry walls	36,000.00
4	Foundation repairs	6,800.00
5	Wood framing: Replacing damaged wood walls, floors, roof and sheathing	21,000.00
6	Replace/Repair existing damaged concrete tie beams and tie columns	35,000.00
7	Brace exterior walls; Shoring	10,000.00
8	Replace windows and doors	14,800.00
9	New roof	18,900.00
10	New lath and plaster walls and ceilings	17,100.00
11	Millwork/Finish cabinetry: Kitchen cabinets, casing, base boards, fascia/soffit	26,100.00
12	Electric	9,000.00
13	Plumbing	13,100.00
14	Air conditioning	6,000.00
15	Specialties; bathroom accessories, closet shelving	3,800.00
16	Interior finishes	20,500.00
17	Stucco	8,000.00
18	Interior/Exterior paint	5,000.00
Total		\$291,115.00

April 21, 2004

SITE LOCATION: 7815 ATLANTIC WAY
MIAMI BEACH, FLORIDA

Rehabilitation/Restoration:

1	General Conditions:	\$34,215.00
2	Selective Demolition: Remove lath and plaster from walls and ceiling, damaged wood framing, doors and windows, roof, floor and wall finishes, electrical, plumbing and air conditioning.	6,900.00
3	Retrofitting reinforcing into existing masonry walls	41,000.00
4	Foundation repairs	6,600.00
5	Wood framing: Replacing damaged wood walls, floors, roof and sheathing	25,500.00
6	Replace/Repair existing damaged concrete tie beams and tie columns	38,000.00
7	Brace exterior walls; Shoring	12,000.00
8	Replace windows and doors	22,000.00
9	New roof	22,300.00
10	New lath and plaster walls and ceilings	15,500.00
11	Millwork/Finish cabinetry: Kitchen cabinets, casing, base boards, fascia/soffit	30,800.00
12	Electric	10,000.00
13	Plumbing	14,200.00
14	Air conditioning	6,600.00
15	Specialties; bathroom accessories, closet shelving	4,500.00
16	Interior finishes	26,000.00
17	Stucco	9,800.00
18	Interior/Exterior paint	6,000.00
Total		\$331,915.00

BEILINSON

Exhibit "A-3"

April 21, 2004

SITE LOCATION: 7735 COLLINS AVENUE
MIAMI BEACH, FLORIDA

Rehabilitation/Restoration:

1	General Conditions:	\$29,325.00
2	Selective Demolition: Remove lath and plaster from walls and ceiling, damaged wood framing, doors and windows, roof, floor and wall finishes, electrical, plumbing and air conditioning.	5,300.00
3	Retrofitting reinforcing into existing masonry walls	23,000.00
4	Foundation repairs	5,000.00
5	Wood framing: Replacing damaged wood walls, floors, roof and sheathing	11,000.00
6	Replace/Repair existing damaged concrete tie beams and tie columns	21,400.00
7	Brace exterior walls; Shoring	10,000.00
8	Replace windows and doors	12,150.00
9	New roof	13,100.00
10	New lath and plaster walls and ceilings	9,800.00
11	Millwork/Finish cabinetry: Kitchen cabinets, casing, base boards, fascia/soffit	18,000.00
12	Electric	6,000.00
13	Plumbing	7,400.00
14	Air conditioning	3,400.00
15	Specialties; bathroom accessories, closet shelving	2,500.00
16	Interior finishes; tiles, wood floors	15,200.00
17	Stucco	6,000.00
18	Interior/Exterior paint	3,000.00
Total		\$201,575.00

ALTOS DEL MAR PARK

Exhibit "B"

Estimated Cost Comparison Analysis for the Houses located at 7601 Atlantic Way and 7611 Collins Avenue

Description	Comparable buildings - Private Ownership			City-owned buildings	
	7615 Atlantic Way	7737 Atlantic Way	7735 Collins Ave.	7601 Atlantic Way	7611 Collins Ave.
Addresses					
Rehabilitation/restoration cost estimate (*)					
Include Contractor's overhead and profit (20%)	\$365,815	\$321,565	\$221,413		
Building total square footage	\$438,978	\$385,878	\$265,696		
Estimated cost per square foot	3168	2577	1289	2866	1760
Projected construction cost based upon comparable	\$139	\$150	\$206	\$150	\$206
Additional cost for elevator				\$429,900	\$362,560
Subtotal				\$65,000	\$0
Commercial occupancy upgrades + public project extra costs (20%)				\$494,900	\$362,560
Total Estimated Construction Cost				\$98,980	\$72,512
				\$593,880	\$435,072
			Cost per sq.ft.	\$207	\$247
A/E fees (12%)				\$71,266	\$52,209
PM fees (4.5%)				\$26,725	\$19,578
CIP office (4.3%)				\$25,537	\$18,708
Total Estimated Soft Cost				\$123,527	\$90,495
Total Estimated Project Cost				\$717,407	\$525,567
			Cost per sq.ft.	\$43	\$51
			Cost per sq.ft.	\$250	\$299

(*) Estimated Cost Analysis is based on information provided by Bellinson Architects, dated April 21, 2004.

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ATTACHMENT "B"

CITY OF MIAMI BEACH

1700 Convention Center Drive, Miami Beach, FL 33139
<http://miamibeachfl.gov>

RECEIVED



2004 OCT 29 AM 10:01

PLANNING DEPARTMENT

CITY OF MIAMI BEACH
CAPITAL IMPROVEMENT
PROJECTS

Telephone (305) 673-7550
Facsimile (305) 673-7559

October 26, 2004

Alexandra Rolandelli
Senior Capital Projects Coordinator
Public Works Department
1700 Convention Center Drive
Miami Beach, FL 33139

RE: Historic Preservation File No. 2494 – 7601 Atlantic Way & 7611 Collins Avenue

Dear Alex:

Enclosed, please find a Certified True copy of the Final Order for the above noted project. As you are aware, the City Commission is required to approve the demolition on the subject site.

If you have any questions with regard to this matter, please contact me.

Sincerely,

THOMAS R. MOONEY, AICP
Design and Preservation Manager

C: HPB File No. 2494

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N-A/HOSP-K-012-10262004

HISTORIC PRESERVATION BOARD
City of Miami Beach, Florida

CERTIFICATION

THIS IS TO CERTIFY THAT THE ATTACHED DOCUMENT
IS A TRUE AND ACCURATE COPY OF THE ORIGINAL ON
FILE IN THE OFFICE OF THE PLANNING DEPARTMENT.

CITY OF MIAMI BEACH

[Signature] 10-26-04
(Signature of Planning Director or Designee) (Date)
Personally known to me or Produced ID: *[Signature]* 10/26/04

MEETING DATE: October 12, 2004

FILE NO: 2494



Charles A. Tait
My Commission DD233174
Expires July 17, 2007

Notary Public, State of Florida at Large
Printed Name: CHARLES A. TAIT
My Commission Expires: (Blank)

PROPERTY: Historic Preservation File No. 2494
7601 Atlantic Way - Single Family Structure within Park
7611 Collins Avenue - Single Family Structure within Park

This document contains 3 pages.

LEGAL: Lot 6, Block 7 & Lot 5, Block 10 of Altos Del mar #1 Corrected Plat, According to the Plat Thereof, as Recorded in Plat Book 31, Page 40, of the Public Records of Miami-Dade County, Florida.

IN RE: The Application for a Certificate of Appropriateness for the total demolition of a one (1) story house and detached garage at 7611 Collins Avenue, and the total demolition of a two (2) story house at 7601 Atlantic Way in preparation for the construction of a future park.

ORDER

The applicant, the City of Miami Beach, filed an application with the City of Miami Beach Planning Department for a Certificate of Appropriateness for Demolition.

The City of Miami Beach Historic Preservation Board makes the following FINDINGS OF FACT, based upon the evidence, information, testimony and materials presented at the public hearing and which are part of the record for this matter:

- A. The subject structures are located within the Harding Townsite / Altos Del Mar Local Historic District and are designated contributing in the Miami Beach Historic Properties Database.
- B. Based on the plans and documents submitted with the application, testimony and information provided by the applicant, and the reasons set forth in the Planning Department Staff Report, the project as submitted is not consistent with Certificate of Appropriateness Criteria for Demolition 2 and 8 in Section 118-564(f)(4).
- C. The project would be consistent with the criteria and requirements of section 118-564 if the following conditions are met:
 - 1. The completed design of Altos Del Mar Park shall return to the Historic Preservation Board for review and approval.
 - 2. Revised drawings, with corresponding color photographs, that are separate from the construction documents, drawn to scale and clearly documenting the existing conditions of the subject buildings, shall be submitted. Such drawings and photographs shall include all four elevations and interior floor plans of the building, as well as a site plan.

3. A drawn plan and written procedure for the proposed demolition shall be prepared and submitted by a Professional Structural Engineer, registered in the State of Florida, which fully ensures the protection of the public safety, as well as the protection of the existing structure on the subject site and all existing structures adjacent to the subject site during the course of demolition.
4. The Final Order is not severable, and if any provision or condition hereof is held void or unconstitutional in a final decision by a court of competent jurisdiction, the order shall be returned to the Board for reconsideration as to whether the order meets the criteria for approval absent the stricken provision or condition, and/or it is appropriate to modify the remaining conditions or impose new conditions.

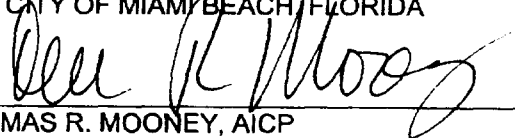
IT IS HEREBY ORDERED, based upon the foregoing findings of fact, the evidence, information, testimony and materials presented at the public hearing, which are part of the record for this matter, and the staff report and analysis, which are adopted herein, including the staff recommendations which were amended by the Board, that the Historic Preservation Board recommends that a Certificate of Appropriateness be GRANTED for the above-referenced project subject to those certain conditions specified in paragraph C of the Findings of Fact (Condition Nos. 1-4, inclusive) hereof, to which the applicant has agreed.

No demolition permit may be issued unless and until final approval for same is granted by the City Commission.

If the Demolition Permit is not issued within eighteen (18) months of the meeting date at which the City Commission grants a Certificate of Appropriateness and construction does not commence and continue in accordance with the requirements of the applicable Building Code, the Certificate of Appropriateness will expire and become null and void, unless the applicant, prior to expiration of such period, makes application to the Historic Preservation Board for an extension of time; the granting of any such extension of time shall be at the discretion of the Board. At the hearing on any such application, the Board may deny or approve the request and modify the above conditions or impose additional conditions.

Dated this 25 day of OCTOBER, 2004.

HISTORIC PRESERVATION BOARD
THE CITY OF MIAMI BEACH, FLORIDA

BY: 
THOMAS R. MOONEY, AICP
DESIGN AND PRESERVATION MANAGER
FOR THE CHAIR

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

Page 3 of 3
HPB File No. 2494
Meeting Date: October 12, 2004

The foregoing instrument was acknowledged before me this 25th day of October 2004 by Thomas R. Mooney, Design and Preservation Manager, Planning Department, City of Miami Beach, Florida, a Florida Municipal Corporation, on behalf of the Corporation. He is personally known to me.



Charles A. Taft
NOTARY PUBLIC
Miami-Dade County, Florida
My commission expires: _____

Approved As To Form: _____

Legal Department: [Signature] (10-25-04)

Filed with the Clerk of the Historic Preservation Board on [Signature] (10/25/04)

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[Signature]

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, setting a public hearing pursuant to Miami Beach City Code Section 118-563 to Grant A Certificate of Appropriateness for Demolition of an existing restroom facility located at 1401 Ocean Drive, in order to construct a new restroom facility at the same site; and, further affirming the development regulations, pursuant to section 142-425(a) of the Land Development Regulations applicable to the Lummus Park Restroom Facilities site.

Issue:

Should a Public Hearing be set to grant a Certificate of Appropriateness for the Demolition of 1401 Ocean Drive?

Item Summary/Recommendation:

The City Commission directed the City Administration to follow the appropriate procedures and processes to demolish the restroom facility at 1401 Ocean Drive. The structure is not listed in Miami Beach Historic Properties Database. The Project was presented to the Historic Preservation Board at its meeting of April 8, 2003. The HPB voted to recommend to the City Commission that the restroom structure be demolished.

The City Code does not require the City Commission to schedule a public hearing in considering the issuance of a Certificate of Appropriateness for Demolition. However, in order to protect the City from potential challenge, it is recommended that the Commission follow the Historic Preservation Board process of setting a Public Hearing. Following this process does not affect the schedule for the Lummus Park Restroom Facilities Project.

In order for the construction of the Lummus Park Restroom Facilities Project to proceed, and based on the aforementioned, the Administration recommends that the City Commission schedule a Public Hearing to consider the need to grant a Certificate of Appropriateness for total Demolition of the restroom located at 1401 Ocean Drive.

Advisory Board Recommendation:

The Historic Preservation Board recommended approval at its meeting of April 8, 2003, and extended the approval at the meeting of June 8, 2004.

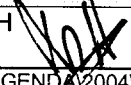
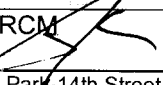
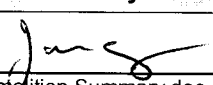
Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto;"></div> Finance Dept.	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Carla Dixon, CIP Office

Sign-Offs:

Department Director	Assistant City Manager	City Manager
TH 	RCM 	

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S-LummusPk-02-10252004

AGENDA ITEM

C7B

DATE

11-10-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: November 10, 2004

From: Jorge M. Gonzalez
City Manager

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING PURSUANT TO MIAMI BEACH CITY CODE SECTION 118-563 TO GRANT A CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION OF AN EXISTING RESTROOM FACILITY LOCATED AT 1401 OCEAN DRIVE, IN ORDER TO CONSTRUCT A NEW RESTROOM FACILITY AT THE SAME SITE; AND, FURTHER AFFIRMING THE DEVELOPMENT REGULATIONS, PURSUANT TO SECTION 142-425(a) OF THE LAND DEVELOPMENT REGULATIONS APPLICABLE TO THE LUMMUS PARK RESTROOM FACILITIES SITE LOCATED WITHIN THE GOVERNMENT USE (GU) DISTRICT, PURSUANT TO SECTION 142-425(a) OF THE CODE OF THE CITY OF MIAMI BEACH.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On February 26, 2003, the City of Miami Beach Capital Improvement Projects Office filed an application with the Historic Preservation Board (HPB) requesting a Certificate of Appropriateness to demolish an existing single story restroom facility located at 1401 Ocean Drive (Attachment "A"), in order to construct a new restroom facility in the same location, to widen certain sidewalks within the park, to plant additional landscaping, and to provide new park amenities such as seating, bike racks, and newspaper vending facilities. The existing restroom structure was designed by architect Alex Lewis and constructed in 1947. Although the structure is located within the Ocean Drive/Collins Avenue Local Historic District, it is not listed in the Miami Beach Historic Properties Database.

On April 8, 2003, the Historic Preservation Board (HPB) discussed the Lummus Park Facilities Project, File No. 1407, containing the Planning Department staff recommendation to grant the Certificate of Appropriateness to demolish the structure. The City Administration, Planning Department Staff, and the Historic Preservation Board evaluated the existing structure, its current deteriorated condition, the need to provide restroom facilities within Lummus Park which is located along Ocean Drive, and the general rehabilitation of the park for public use. The HPB evaluated whether the proposed new restroom structure designed by Bermello, Ajamil and Partners, Inc, was compatible with the surrounding properties. They also considered the criteria set forth in Section 118-564(a)

(1), 118-564(a) (2), and 118-564(a) (3), of the Miami Beach Code, as presented in the Historic Preservation Board Staff Report dated April 8, 2003 (Attachment "B"). The Application was approved.

In April 2004, the design and permitting for the Project was ninety percent (90%) complete. However, the City at that time had not yet selected a General Contractor to obtain the necessary Building Permit. Consequently, on June 8, 2004, the Project was again presented to the HPB Board for a one (1) year extension of time to obtain a building permit for the construction of the new restroom facility to replace the existing restroom at 1401 Ocean Drive. Again, the Planning Department staff reviewed the criteria set forth in Section 118-564(a)(1), 118-564(a)(2), and 118-564(a)(3), of the Miami Beach Code, and found that the requirements were either satisfied or not applicable. The Planning Department staff further recommended that the HPB grant a one (1) year time extension to the original Certificate of Appropriateness. The application was approved as noted in the HPB Final Order (Attachment "C"). In addition, the conditions were also amended to allow the installation of a landscape buffer around the proposed news-racks in lieu of the previously approved oolitic limestone clad enclosures. Granting of the extension is conditioned upon the following, to which the City has agreed:

1. A full building Permit, not a foundation or shell permit, for the project shall be obtained by April 8, 2005.
2. Construction shall commence and continue in accordance with the applicable Building Code.
3. The Final Order is not severable, and if any provision or condition hereof is held void or unconstitutional in a final decision by a court of competent jurisdiction, the order shall be returned to the Board for reconsideration as to whether the order meets the criteria for approval absent the stricken provision or condition, and/or it is appropriate to modify the remaining conditions or impose new conditions.

The City Code does not require the City Commission to schedule a public hearing in considering the issuance of a Certificate of Appropriateness for Demolition. However, in order to protect the City from potential challenge, it is recommended that the Commission follow the Historic Preservation Board process of setting a Public Hearing. Following this process does not affect the schedule for the Lummus Park Restroom Facilities Project.

In order for the construction of the Lummus Park Restroom Facilities Project to proceed, and based on the aforementioned, the Administration recommends that the City Commission schedule a Public Hearing to consider the need to grant a Certificate of Appropriateness for total Demolition of the restroom located at 1401 Ocean Drive.

Affirmation of the Land Development Regulations:

The Planning Department staff also reviewed the criteria for the development of the site Pursuant to Section 142-425(a) of the Land Development Regulations applicable to the Lummus Park Restroom Facilities Project site, as set forth in the Planning Department

Memo dated March 26, 2003 (Attachment "D"). The Project was found to be in compliance with those regulations of the GU, Government Use District, as they pertain to:

- Setback Requirements
- Floor Area Ratio (FAR)
- Signs
- Parking Requirements

The surrounding district is zoned for Mixed-Use Entertainment District (MXE), and as such the staff has determined that the applicable development regulations for the subject site shall be the regulations contained within the MXE District, further, that the project is in compliance. As such, no development waivers will be required to construct the new Lummus Park Restroom Facilities.

Attachments

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING PURSUANT TO MIAMI BEACH CITY CODE SECTION 118-563, TO GRANT A CERTIFICATE OF APPROPRIATENESS FOR THE DEMOLITION OF AN EXISTING RESTROOM FACILITY LOCATED AT 1401 OCEAN DRIVE, IN ORDER TO CONSTRUCT A NEW RESTROOM FACILITY AT THE SAME SITE.

WHEREAS, on February 26, 2003, the City filed an application with the Historic Preservation Board (HPB) requesting a Certificate of Appropriateness to demolish an existing restroom facility located at 1401 Ocean Drive in order to construct a new restroom facility in the same location; and

WHEREAS, the structure is located within the Ocean Drive/Collins Avenue Local Historic District, but it is not listed in the Miami Beach Historic Properties Database; and

WHEREAS, on April 8, 2003, the Historic Preservation Board (HPB) discussed the Lummus Park Facilities Project, File No. 1407, containing the Planning Department staff recommendation to grant the Certificate of Appropriateness to demolish the structure; and

WHEREAS, the City Administration, Planning Department staff, and the HPB evaluated the existing structure, its current deteriorated condition, the need to provide restroom facilities within Lummus Park which is located along Ocean Drive, and the general rehabilitation of the Park; and

WHEREAS, the HPB also evaluated whether the proposed new restroom structure was compatible with the surrounding properties, and recommended that a Certificate of Appropriateness for demolition be granted; and

WHEREAS, in April 2004, the City had not yet selected a general contractor to obtain the building permit specified in the approval; and

WHEREAS, on June 8, 2004, the Project was presented to the HPB for a one (1) year extension of time to obtain a building permit for the construction of the new restroom facility to replace the existing restroom at 1401 Ocean Drive; and

WHEREAS, the extension was granted, and the conditions amended to allow the installation of a landscape buffer around the proposed newsracks in lieu of the previously approved oolitic limestone clad enclosures; and

WHEREAS, the Administration recommends that the City Commission schedule a public hearing to consider granting a Certificate of Appropriateness for demolition of the existing restroom, located at 1401 Ocean Drive.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby set a public hearing at ____ AM/PM on December 8, 2004, to be held in the City Commission Chambers, 3rd Floor, 1700 Convention Center Drive, Miami Beach, Florida 33139, to consider a request for a Certificate of Appropriateness for Demolition of an existing restroom facility, located at 1401 Ocean Drive, in order to construct a new restroom facility at the same site.

PASSED and ADOPTED this _____ day of November, 2004.

ATTEST:

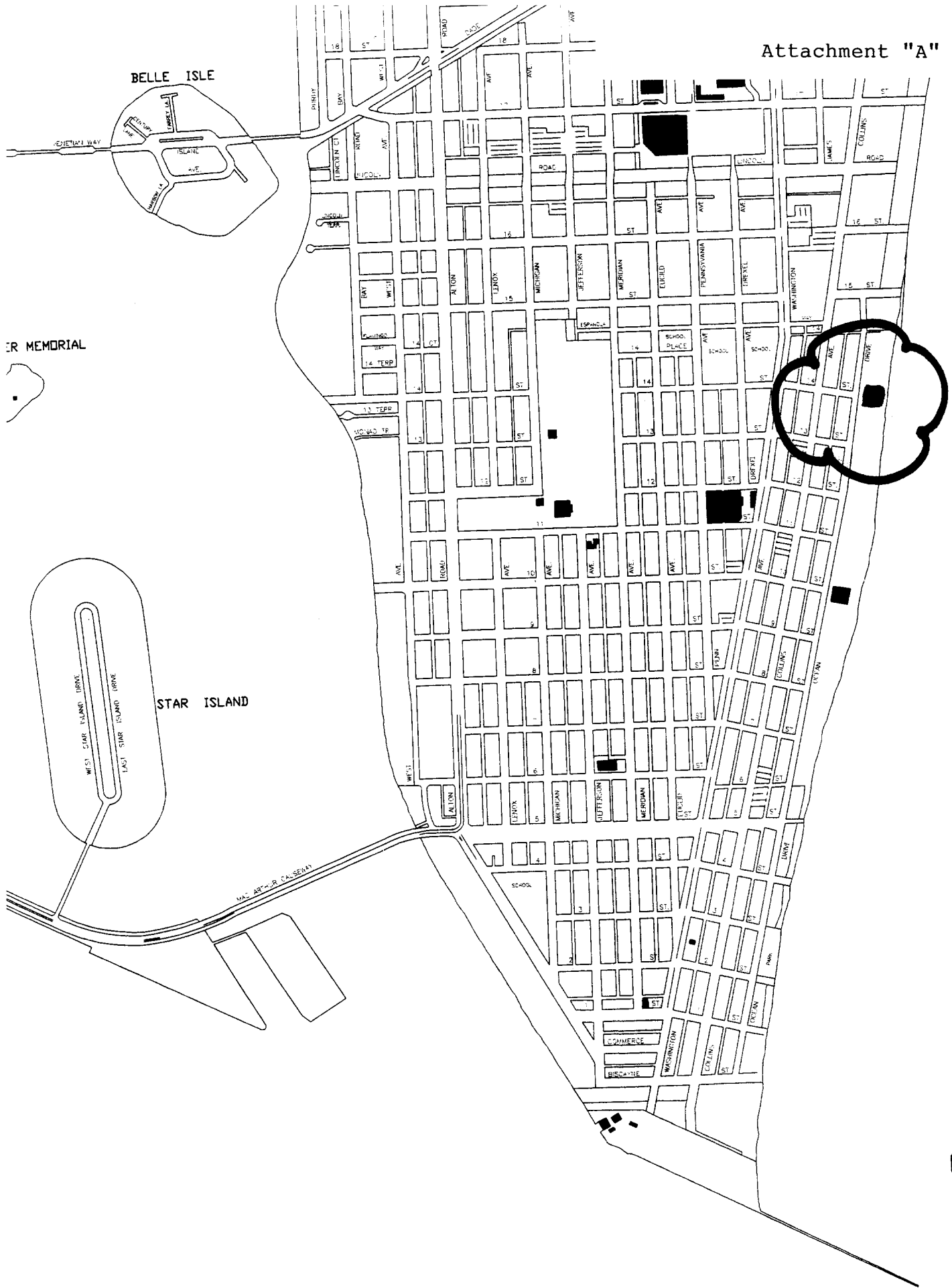
CITY CLERK

MAYOR

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

M. M. W. L. 11-3-04
City Attorney Date
gof



CITY OF

CITY OF MIAMI BEACH

PLANNING DEPARTMENT



HISTORIC PRESERVATION BOARD STAFF REPORT

TO: HISTORIC PRESERVATION BOARD

FROM: Jorge G. Gomez, Director *Time for 566*
Planning Department

DATE: April 8, 2003 Meeting

RE: Historic Preservation File No. 1407
599 Ocean Drive - Lummus Park Restrooms and Park Improvements

The applicant, the City of Miami Beach, is requesting a Certificate of Appropriateness to demolish an existing restroom facility, to construct new restroom facilities in the same location, to widen certain sidewalks within the park, plant additional landscaping, and install new park amenities such as seating, bike racks and vending stands.

LEGAL DESCRIPTION:

Lots 1 through 6, inclusive, in Block 1, Friedman and Cope Subdivision of Edmund Wilson Tract, According to the Plat Thereof, as Recorded in Plat Book 4, Page 83, of the Public Records of Miami-Dade County, Florida. Together with: Beginning at a point on the South line of the North half of Section 3, Township 54 South of Range 42 East, at the intersection of said South line as aforesaid with the East line of Ocean Drive, as shown on a plat of Ocean Beach Addition No. 1, as Recorded in Plat Book 3, Page 11, of the Public Records of Miami-Dade County, Florida; thence North along the East side of said Ocean Drive, parallel with and 30 Feet East of the West side of said Ocean Drive to the North line of the aforesaid Plat, Plat Book and Page as aforesaid; thence continuing North along the East side of the said Ocean Drive parallel with and 30 Feet East of the West side of said Ocean Drive as shown on a Plat of Ocean Beach Addition No. 2, as Recorded in Plat Book 2, Page 56, of the Public Records of Miami-Dade County, Florida, to the North line of said Plat of Ocean Beach Addition No. 2 as aforesaid, said North line being the South line of the Richard Carney Tract; thence East along the last described line to the Atlantic Ocean; thence southwardly in a meandering line along the shore of said Atlantic Ocean to the South line of Ocean Beach Addition No. 1, Plat Book and Page as aforesaid, if projected easterly into the Atlantic Ocean, said South line being the South line of the North half of Section 3, Township 54 South of Range 42 East, and the North line of the Edmund Wilson Tract; thence West along the last described line to the point and place of beginning, together with all Common Law riparian rights belonging or incident thereto.

EXISTING STRUCTURE:

Constructed in 1947 and designed by architect Alex Lewis, the subject structure is located within the Ocean Drive/Collins Avenue Local Historic District but is not listed in the Miami Beach Historic Properties Database.

- a. The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings as revised from time to time.
Satisfied
 - b. Other guidelines/policies/plans adopted or approved by Resolution or Ordinance by the City Commission.
Satisfied
- II. In determining whether a particular application is compatible with surrounding properties, the Board shall consider the following criteria pursuant to Section 118-564(a)(2) of the Miami Beach Code (it is recommended that the listed criteria be found Satisfied, Not Satisfied or Not Applicable, as so noted):
- a. Exterior architectural features.
Not Satisfied; see Condition No. 1 and Staff Analysis
The proposed stepped parapet on the restroom facility has an awkward appearance as viewed from the north and south, adds unnecessary height to the building and has a negative impact on the subject structure and surrounding area.
 - b. General design, scale, massing and arrangement.
Not Satisfied; see Condition No. 1 and Staff Analysis
The proposed stepped parapet on the restroom facility has an awkward appearance as viewed from the north and south, adds unnecessary height to the building and has a negative impact on the subject structure and surrounding area.
 - c. Texture and material and color.
Satisfied
 - d. The relationship of a, b, c, above, to other structures and features of the district.
Satisfied
 - e. The purpose for which the district was created.
Satisfied
 - f. The relationship of the size, design and siting of any new or reconstructed structure to the landscape of the district.
Satisfied
 - g. An historic resources report, containing all available data and historic documentation regarding the building, site or feature.
Not Applicable - Existing Structure Non-Contributing
 - h. The original architectural design or any subsequent modifications that have acquired significance.
Satisfied
- III. The examination of architectural drawings for consistency with the criteria pursuant to Section 118-564(a)(3) of the Miami Beach Code and stated below, with regard to the

designed so as to interfere as little as possible with vehicular traffic flow on these roads and pedestrian movement onto and within the site, as well as permit both pedestrians and vehicles a safe ingress and egress to the site.

Satisfied

- g. Lighting shall be reviewed to ensure safe movement of persons and vehicles and reflection on public property for security purposes and to minimize glare and reflection on adjacent properties and consistent with a City master plan, where applicable.

Satisfied

- h. Landscape and paving materials shall be reviewed to ensure an adequate relationship with and enhancement of the overall site plan design.

Satisfied

- i. Buffering materials shall be reviewed to ensure that headlights of vehicles, noise, and light from Structures are adequately shielded from public view, adjacent properties and pedestrian areas.

Satisfied

- j. Any proposed new structure shall have an orientation and massing which is sensitive to and compatible with the building site and surrounding area and which creates or maintains important view corridor(s).

Satisfied

- k. All buildings shall have, to the greatest extent possible, space in that part of the ground floor fronting a sidewalk, street or streets which is to be occupied for residential or commercial uses; likewise, the upper floors of the pedestal portion of the proposed building fronting a sidewalk street, or streets shall have residential or commercial spaces, or shall have the appearance of being a residential or commercial space or shall have an architectural treatment which shall buffer the appearance of a parking structure from the surrounding area and is integrated with the overall appearance of the project.

Satisfied

- l. All buildings shall have an appropriate and fully integrated rooftop architectural treatment which substantially screens all mechanical equipment, stairs and elevator towers.

Satisfied

- m. Any addition on a building site shall be designed, sited and massed in a manner which is sensitive to and compatible with the existing improvement(s).

Satisfied

- n. All portions of a project fronting a street or sidewalk shall incorporate an amount of transparency at the first level necessary to achieve pedestrian compatibility.

Satisfied

The retention of the subject structure is not critical to developing an understanding of an important Miami Beach architectural style.

6. If the proposed demolition is for the purpose of constructing a parking garage, the Board shall consider it if the parking garage is designed in a manner that is consistent with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, U.S. Department of the Interior (1983), as amended, and/or the design review guidelines for that particular district.

Not Satisfied

The demolition proposed in the subject application is not for the purpose of constructing a parking garage.

7. There are definite plans for reuse of the property if the proposed demolition is carried out, the effect of those plans on the character of the Historic District, whether there is a compelling public interest requiring the proposed demolition, and whether the Applicant is willing to bond the completion of the proposed new construction.

Satisfied

The applicant is proposing to use the structure as a public restroom facility.

8. The Dade County Unsafe Structures Board has ordered the demolition of a Structure without option.

Not Satisfied

The Dade County Unsafe Structures Board has not ordered the demolition of any part of the subject building.

9. The Board determines that retention of the Building/Structure would deny the owner economically viable use of the property.

Not Satisfied

The applicant has not submitted a financial feasibility study to determine whether the new project as proposed will make the subject property financially viable.

STAFF ANALYSIS:

Staff is highly supportive of the improvements proposed herein for Lummus Park as they will greatly improve pedestrian movement along the east side of Ocean Drive, further expand the amenities found within the park, and enrich its overall aesthetic appeal.

With regard to the new restroom facility, staff had initial concerns with the location of the facility at a prominent street end because of the potential to block views to Lummus Park and the ocean. But because that is the location of the existing facility, staff can support the proposed siting. With respect to the design of the facility, staff initially believed that the raised and slightly arched design of the front center parapet as shown on the east and west elevations might be appropriate and suggested the applicant consider this approach. Upon review of the perspective rendering submitted with the application, however, staff suggests that the design of the projecting center element facing Ocean Drive would be more appropriate if the slightly arched and raised center element on the east and west elevations is made flat and of equal height with its immediate flanking bay elements on the same elevations. Staff feels that the proposed stepped parapet is somewhat awkward as viewed from the north and south and that it adds unnecessary height to the building. Staff suggests maintaining a consistent parapet height on all sides of the structure and eliminating the arched parapets at the east and west ends.

5. A traffic mitigation plan, which addresses all roadway Level of Service (LOS) deficiencies relative to the concurrency requirements of the City Code, if required, shall be submitted prior to the issuance of a Building Permit and the final building plans shall meet all other requirements of the Land Development Regulations of the City Code.
6. Manufacturers drawings and Dade County product approval numbers for all new windows, doors and glass shall be required, prior to the issuance of a building permit.
7. All roof-top fixtures, air-conditioning units and mechanical devices shall be clearly noted on a revised roof plan and shall be screened from view, in a manner to be approved by staff.
8. Revised drawings, with corresponding color photographs, that are separate from the construction documents, drawn to scale and clearly documenting the existing conditions of the subject building, shall be submitted. Such drawings and photographs shall include all four elevations and interior floor plans of the building, as well as a site plan.
9. All new and altered elements, spaces and areas shall meet the requirements of the Florida Accessibility Code (FAC).
10. The project shall comply with any landscaping or other sidewalk/street improvement standards as may be prescribed by a relevant Urban Design Master Plan approved prior to the completion of the project and the issuance of a Certificate of Occupancy.
11. The Certificate of Appropriateness for Demolition shall only remain in effect for the period of time that there is an active Certificate of Appropriateness for the associated new construction on the subject property.
12. The Final Order shall be recorded in the Public Records of Miami-Dade County, prior to the issuance of a Building Permit.
13. The Final Order is not severable, and if any provision or condition hereof is held void or unconstitutional in a final decision by a court of competent jurisdiction, the order shall be returned to the Board for reconsideration as to whether the order meets the criteria for approval absent the stricken provision or condition, and/or it is appropriate to modify the remaining conditions or impose new conditions.
14. The applicant shall obtain Final Approval for the Certificate of Appropriateness for Demolition from the City Commission prior to the issuance of a Demolition Permit.

HISTORIC PRESERVATION BOARD
City of Miami Beach, Florida

MEETING DATE: June 8, 2004

FILE NO: 1407

PROPERTY: 599 Ocean Drive – Lummus Park

LEGAL: Lots 1 through 6, inclusive, in Block 1, Friedman and Cope Subdivision of Edmund Wilson Tract, According to the Plat Thereof, as Recorded in Plat Book 4, Page 83, of the Public Records of Miami-Dade County, Florida. Together with: Beginning at a point on the South line of the North half of Section 3, Township 54 South of Range 42 East, at the intersection of said South line as aforesaid with the East line of Ocean Drive, as shown on a plat of Ocean Beach Addition No. 1, as Recorded in Plat Book 3, Page 11, of the Public Records of Miami-Dade County, Florida; thence North along the East side of said Ocean Drive, parallel with and 30 Feet East of the West side of said Ocean Drive to the North line of the aforesaid Plat, Plat Book and Page as aforesaid; thence continuing North along the East side of the said Ocean Drive parallel with and 30 Feet East of the West side of said Ocean Drive as shown on a Plat of Ocean Beach Addition No. 2, as Recorded in Plat Book 2, Page 56, of the Public Records of Miami-Dade County, Florida, to the North line of said Plat of Ocean Beach Addition No. 2 as aforesaid, said North line being the South line of the Richard Carney Tract; thence East along the last described line to the Atlantic Ocean; thence southwardly in a meandering line along the shore of said Atlantic Ocean to the South line of Ocean Beach Addition No. 1, Plat Book and Page as aforesaid, if projected easterly into the Atlantic Ocean, said South line being the South line of the North half of Section 3, Township 54 South of Range 42 East, and the North line of the Edmund Wilson Tract; thence West along the last described line to the point and place of beginning, together with all Common Law riparian rights belonging or incident thereto.

IN RE: The Application for a one (1) year Extension of Time to obtain a building permit for a previously issued Certificate of Appropriateness to demolish an existing restroom facility, to construct new restroom facilities in the same location, to widen certain sidewalks within the park, plant additional landscaping, and install new park amenities such as seating, bike racks and vending stands.



CERTIFICATION
THIS IS TO CERTIFY THAT THE ATTACHED DOCUMENT
IS A TRUE AND ACCURATE COPY OF THE ORIGINAL ON
FILE IN THE OFFICE OF THE PLANNING DEPARTMENT.

CITY OF MIAMI BEACH
Charles A. Taft 7-6-04
(Signature of Planning Director or Designee)
Personally Known to me & Produced ID: 7/6/04
Notary Public, State of Florida in Large
Printed Name: CHARLES A. TAFT
My Commission Expires: (Seal)

This document contains 3 pages.

THU

ORDER

The applicant, City of Miami Beach, filed an application with the City of Miami Beach Planning Department for an extension of time to obtain a Building Permit for a previously issued Certificate of Appropriateness.

The City of Miami Beach's Historic Preservation Board makes the following FINDING OF FACT, based upon the evidence, information, testimony and materials presented at the public hearing and which are part of the record for this matter:

The applicant stated that, among other things, there were delays in the preparation of Construction Documents for the project. The foregoing constitutes good cause for granting a one (1) year extension of time to the requirement that a Full Building Permit be obtained within one (1) year of the original Certificate of Appropriateness.

IT IS HEREBY ORDERED, based upon the foregoing finding of fact and the staff report and analysis, which is adopted herein, including the recommendation, that a one (1) year extension of time to obtain a full building permit (which one (1) year period shall run from the expiration date of the original approval, which was April 8, 2004) is GRANTED for the above-referenced project conditioned upon the following, to which the applicant has agreed:

1. A full building permit, not a foundation or shell permit, for the project shall be obtained by April 8, 2005.
2. Construction shall commence and continue in accordance with the applicable Building Code.
3. This order is not severable, and if any provision or condition hereof is held void or unconstitutional in a final decision by a court of competent jurisdiction, the order shall be returned to the Board for reconsideration as to whether the order meets the criteria for approval absent the stricken provision or condition, and/or it is appropriate to modify the remaining conditions or impose new conditions.

No building permit may be issued unless and until all conditions of approval as set forth in this Order and the Order for the April 8, 2003 approval has been met. The issuance of a Certificate of Appropriateness does not relieve the applicant from obtaining all other required Municipal, County and/or State reviews and permits, including zoning approval. If adequate handicapped access is not provided, this approval does not mean that such handicapped access is not required or that the Board supports an applicant's effort to seek waivers relating to handicapped accessibility requirements.

When requesting a building permit, three (3) sets of the plans approved by the Board, modified in accordance with the conditions set forth in this Order and the Final Order for the April 8, 2003 meeting, shall be submitted to the Planning Department. If all of the above-specified conditions are satisfactorily addressed, the plans will be reviewed for building permit approval. Two (2) sets will

Page 3 of 3
HPB File No. 1407
Meeting Date: June 8, 2004

be returned to you for submission for a building permit and one (1) set will be retained for the Historic Preservation Board's file. If the Full Building Permit is not issued by April 8, 2005, and construction does not commence and continue in accordance with the applicable Building Code, the approval will expire and become null and void.

Dated this 6 day of JULY, 2004.

HISTORIC PRESERVATION BOARD
THE CITY OF MIAMI BEACH, FLORIDA

BY: Thomas R. Mooney
THOMAS R. MOONEY, AICP
DESIGN AND PRESERVATION MANAGER
FOR THE CHAIR

Approved As To Form: gkcd
Legal Department: (7-2-04)

Filed with the Clerk of the Historic Preservation Board on 7/6/04 (et)

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CITY OF MIAMI BEACH
Planning Department
Interoffice Memorandum

Attachment "D"



To: Carla Dixon-Vincent
Capital Projects Coordinator

Date: March 26, 2003

From: Jorge G. Gomez, AICP
Planning Director

A handwritten signature in black ink, appearing to be "JG Gomez", written over the printed name.

Subject: **DEVELOPMENT REGULATIONS, LUMMUS PARK RESTROOM FACILITIES,
OCEAN DRIVE & 14TH STREET
HISTORIC PRESERVATION BOARD FILE 1407**

The subject property is zoned "GU Government Use District" and as such, is required to adhere to the following regulations pertaining to new development:

Section 142-425: Development Regulations.

- (a) The development regulations (setbacks, floor area ratio, signs, parking, etc.) in the GU government use district shall be the average of the requirements contained in the surrounding zoning districts as determined by the planning and zoning director, which shall be approved by the city commission.
- (d) Following a public hearing, the development regulations required by these land development regulations, except for the historic preservation and design review processes, may be waived by a five-sevenths vote of the city commission for developments pertaining to governmental owned or leased buildings, uses and sites which are wholly used by, open and accessible to the general public, or used by not-for-profit, educational, or cultural organizations, or for convention center hotels, or convention center hotel accessory garages, or city utilized parking lots, provided they are continually used for such purposes. Notwithstanding the above, no GU property may be used in a manner inconsistent with the comprehensive plan. In all cases involving the use of GU property by the private sector, or joint government/private use, development shall conform to all development regulations in addition to all applicable sections contained in these land development regulations and shall be reviewed by the planning board prior to approval by the city commission. All such private or joint government/private uses are allowed to apply for any permittee variances. Private or joint government/private uses shall not be eligible to waive any regulations as described in this paragraph, except for not-for-profit, educational, or cultural organizations as set forth herein.

Development Regulations:

Applicable Zoning District: *MXE Mixed-Use Entertainment District*

As per Section 142-425(a) of the Development Regulations of the City of Miami Beach, the development regulations (setbacks, floor area ratio, signs, parking, etc.) in the GU government use district shall be the average of the requirements contained in the surrounding zoning districts. The determination of these regulations shall be established by the Planning Director and subsequently approved by the City Commission.

The surrounding zoning district is "MXE Mixed-Use Entertainment District" Staff has determined that the applicable development regulations for the subject property shall be the regulations contained within the MXE Mixed-Use Entertainment District.

Staff has determined that the proposed project complies with all applicable development regulations contained within the MXE Mixed-Use Entertainment District. As such, no development waivers will be required.

JGG/CJD/cjd

cc: Armando Valdes
Thomas Mooney
Laura Quenelle

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution of the City Commission approving two amendments to the Agreement between the City of Miami Beach and Williams, Hatfield and Stoner, Inc., d/b/a Tetra-Tech WHS, dated July 18, 2001: Amendment No. 5 for the replacement of additional water lines and relocation of meters within the Florida Department of Transportation (FDOT) Rights-of-Way, in a not-to-exceed amount of \$50,000.00; and Amendment No. 6 for the design of the re-planning study originated by the Community Design Review meeting held on October 21, 2003, in a not-to-exceed amount of \$58,220.00; and authorizing the reallocation of previously appropriated funds for construction in a not-to-exceed amount of \$50,000.00, from the neighborhood's Water and Sewer Bond funds, for the services included in Amendment No. 5 and in a not-to-exceed amount of \$58,220.00, from the neighborhood's General Obligation Bond funds, for the services included in Amendment No. 6.

Issue:

Shall the City Commission adopt the Resolution?

Item Summary/Recommendation:

The City Commission adopted Resolution No. 2001-24505, on July 18, 2001, approving and authorizing an Agreement with Williams, Hatfield and Stoner, now known as Tetra-Tech WHS, (TTWHS) for Professional Services for the Normandy Isle/Normandy Sud ROW project at a not-to-exceed fee of \$617,664.

Amendment No. 5 Scope of Work consists of additional design services for the replacement of additional existing 4-inch and 6-inch diameter cast iron water lines with new 8-inch diameter water lines to be relocated under the Florida Department of Transportation (FDOT) Rights-of-Way 71st Street and Normandy Drive, for a not-to-exceed amount of \$50,000.00. The Project has an area defined as Normandy Isle, south of Normandy Waterway along Normandy Drive and 71st Street. The extent of the improvements was not anticipated during the development/negotiation of the original Scope of Work, which was limited to the City's Right-of-Way. All other watermain replacements remain in the original contract and Amendment No. 1 to the Project.

Amendment No. 6 Scope of Work consists of additional design services for the design effort to implement the re-planning study originated from the Community Design Review Meeting (CDRM) held on October 21, 2003.

These improvements include redistribution of the savings produced by the revised City lighting standards for single family residential areas, requiring a reduced illumination level of 0.6 ft-candles, into landscaping and hardscaping modifications, for a not-to-exceed amount of \$58,220.00. The re-planning study Scope of Work is the result of savings generated by the City's review of its lighting standards for the single family areas, requiring a reduced illumination level from 1.0 ft-candle to 0.6 ft-candle and necessitated when the area residents voted down the proposed guardhouse and related street closures.

These fee proposals have been evaluated by Hazen & Sawyer, the City's Program Manager, and the CIP Office and latter negotiated with TTWHS for the final amount of \$108,220.00.

Advisory Board Recommendation:

The GO Bond Oversight Committee recommended approval of Amendment No. 6 at its meeting of November 2, 2004.

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
	3			
Finance Dept.	Total			

City Clerk's Office Legislative Tracking:

M. Alexandra Rolandelli, CIP Office

Sign-Offs:

Department Director	Assistant City Manager	City Manager
TH	RCM	

N-NormIsleSudROW-02-11102004

AGENDA ITEM C7C

DATE 11-10-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: November 10, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE TWO AMENDMENTS TO THE PROFESSIONAL LANDSCAPE ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND WILLIAMS, HATFIELD & STONER, INC., D/B/A TETRA-TECH WHS, DATED JULY 18, 2001: AMENDMENT NO. 5, IN A NOT-TO-EXCEED AMOUNT OF \$50,000.00, FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES, NECESSARY FOR THE REPLACEMENT OF ADDITIONAL WATER LINES AND THE RELOCATION OF WATER METERS WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHTS-OF-WAY; AND AMENDMENT NO. 6, IN A NOT-TO-EXCEED AMOUNT OF \$58,220.00, FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES, NECESSARY FOR THE DESIGN OF THE RE-PLANNING STUDY ORIGINATED BY THE COMMUNITY DESIGN REVIEW MEETING HELD ON OCTOBER 21, 2003, FOR THE RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS PROGRAM NEIGHBORHOOD NO. 4 – NORMANDY ISLE AND NORMANDIE SUD PROJECT; FURTHER AUTHORIZING THE REALLOCATION OF PREVIOUSLY APPROPRIATED FUNDS FOR CONSTRUCTION, IN A NOT-TO-EXCEED AMOUNT OF \$50,000.00, FROM THE NEIGHBORHOOD'S WATER AND SEWER BOND FUNDS, FOR THE SERVICES INCLUDED IN AMENDMENT NO. 5 AND IN A NOT-TO-EXCEED AMOUNT \$58,220.00, FROM THE NEIGHBORHOOD'S GENERAL OBLIGATION BOND FUNDS, FOR THE SERVICES INCLUDED IN AMENDMENT NO. 6.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING:

The funding source is the reallocation of previously appropriated funds for construction, in an amount not-to-exceed \$50,000.00 from the neighborhood's Water and Sewer Bond funds for the services included in Amendment No. 5 and \$58,220.00, from the neighborhood's General Obligation Bond funds for the service included in Amendment No. 6.

ANALYSIS:

Pursuant to Request for Qualification (RFQ) No. 07-00/01, the Mayor and City Commission adopted Resolution No. 2001-24505, on July 18, 2001, approving and authorizing the Mayor and City Clerk to execute an Agreement with Williams, Hatfield and Stoner, Inc. d/b/a Tetra-Tech WHS, (TTWHS) for Professional Services for the Normandy Isle and Normandie Sud Streetscape Right-of-Way Neighborhood Project (the Project) at a not-to-exceed fee of \$617,664.00. The Agreement provides for the detailed planning, design, permitting, bidding / award and construction administrative services for various streetscape / landscape / utility improvements within the Normandy Isle and Normandie Sud neighborhood.

On September 10, 2003, the Mayor and City Commission adopted Resolution No. 2003-25320, approving additional design services as Amendment No. 1, for rear easement waterline relocation efforts, for a not-to-exceed amount of \$50,529.00.

On February 25, 2004, the Mayor and City Commission adopted Resolution No. 2004-25488, approving additional design services as Amendment No. 2, for re-design of lighting system, pursuant the City's new standards, a planning study related to hardscape and landscape revisions arising from the community design review meeting held on October 21, 2003, and for administration, specifications, and reimbursables associated with the additional Scope of Work, for an amount of \$30,500.00.

Amendment No. 3 is in the process of being executed, to include the additional professional landscaping, architectural and engineering services for the detail design, permitting and bidding / award services for the extension of the proposed right-of-way Improvements on Bay Drive between Marseille Drive and the Normandy Shores Bridge are required to complement the design efforts for the entire neighborhood, for a not-to-exceed amount of \$17,047.00.

On July 24, 2004, Amendment No. 4 was executed, to include the participation of the Consultant in eight additional design progress meetings, originated by design revisions, for a not-to-exceed amount of \$7,458.00.

The planning effort for the Normandy Isle and Normandie Sud neighborhood has been completed and detail design activities are underway.

Amendment No. 5 - Water Lines:

Amendment No. 5 Scope of Work consists of additional design services for the replacement of additional existing 4-inch and 6-inch diameter cast iron water lines with new 8-inch diameter water lines to be relocated under the Florida Department of Transportation (FDOT) Rights-of-Way 71st Street and Normandy Drive, for a not-to-exceed amount of \$50,000.00.

The Project has an area defined as Normandy Isle, south of Normandy Waterway along Normandy Drive and 71st Street. The Scope of Work consist of various tasks, including field verification of existing conditions, detailed design, constructability review, cost opinion, document revisions and coordination with the portions of the Project already designed,

community meetings, and permitting reviews, that will result in the preparation of the Contract Documents for the replacement of additional existing 4-inch and 6-inch diameter cast iron water lines with new 8-inch diameter water lines to be relocated to the front of lots under the Florida Department of Transportation (FDOT) Rights-of-Way Normandy Drive and 71st Street. The extent of the improvements was not anticipated during the development/negotiation of the original Scope of Work, which was limited to the City's Right-of-Way. All other watermain replacements remain in the original contract and Amendment No. 1 to the Project.

The original Scope of Work that was negotiated prior to the first Notice to Proceed on the entire Project did not contemplate the relocation of rear easements water mains to the front of property. Therefore, because Normandy Drive and 71st Street are FDOT Rights-of-Way, they were both explicitly outside the current work scope. During the Planning Phase, for practical and operational purposes, the decision was made to relocate the existing rear easement water meters from the rear easements to the front of property. This decision necessitates the design and installation of water mains and meters to the front of those residences that front on Normandy Drive and 71st Street as they are currently receiving water from the rear of the property.

The Administration and its Program Manager, Hazen and Sawyer, had held meetings with TTWHS to review, in detail, the Scope of Work. TTWHS will provide a 60% design development level for the Construction Documents and the sketches for approximately 473 lots, necessary for the relocation of water meters, within 14 weeks of executing the Amendment.

Amendment No. 6 – Re-planning Study:

Amendment No. 6 Scope of Work consists of additional design services for the design effort to implement the re-planning study originated from the Community Design Review Meeting (CDRM) held on October 21, 2003. The need for the design change was primarily by the decision of the neighborhood to not pursue a proposed guardhouse and street closures. Therefore, these improvements can be funded through redistribution of the savings produced by the revised City lighting standards for single family residential areas, requiring a reduced illumination level from 1.0 ft-candle to 0.6 ft-candle, into landscaping and hardscaping modifications, for a not-to-exceed amount of \$58,220.00.

The re-planning efforts will concentrate in landscaping and hardscaping scope, including:

- Relocation of Medjool Date Palms and Coconut Palms along Rue Bordeaux and Rue Notre Dame from 71st Street to Bay Drive and replant new Royal Palms.
- Reconfiguration of the existing median along Trouville Esplanade, including tree disposition and irrigation.
- Revised Paver Layouts at the intersections of Trouville Esplanade, Rue Bordeaux and Rue Notre Dame with 71st Street, Biarritz Drive and Bay Drive.

- Provide uplighting (2 fixtures per tree) for all the Royal Palms proposed within the median along Trouville Esplanade, Rue Bordeaux and Rue Notre Dame.
- Modify the tree disposition plans to indicate trees to be removed/relocated or to remain, to maintain the existing vegetation throughout the neighborhood.
- Provide Contract administration and coordination and updated cost estimates.
- Coordinate Scope of Work with existing Contract Documents.

The Scope of Work would affect a total of 73 drawings in the areas of landscaping, irrigation, hardscaping, site plans and sections, and constructive details, for a total of approximately 760 design hours. The absolute value of the Construction changes is \$504,989; consequently, the design fee requested represents about 11.5% of the construction cost. The net construction cost dollar reallocation is \$74,781. Please, refer to Exhibit "D". TTWHS will provide a 60% design development level for the Construction Documents within 14 weeks of executing the Amendment.

The General Obligation Bond Oversight Committee recommended approval of Amendment No. 6 at its meeting of November 2, 2004.

It is the CIP Office intent that once the design is completed, the results would be presented to the community again, including applicable construction cost estimate and re-design costs.

These fee proposals have been evaluated by Hazen & Sawyer, the City's Program Manager, and the CIP Office and latter negotiated with TTWHS for the final amount of \$108,220.00.

The Administration recommends approving the additional design services in two amendments to the Agreement between the City of Miami Beach and Williams, Hatfield and Stoner, Inc., d/b/a Tetra-Tech WHS, dated July 18, 2001: Amendment No. 5 for the replacement of additional water lines and relocation of meters within the Florida Department of Transportation (FDOT) Rights-of-Way, in a not-to-exceed amount of \$50,000.00; and Amendment No. 6 for the design of the re-planning study originated by the Community Design Review meeting held on October 21, 2003, in a not-to-exceed amount of \$58,220.00; and authorizing the reallocation of previously appropriated funds for construction in a not-to-exceed amount of \$50,000.00, from the neighborhood's Water and Sewer Bond funds, for the services included in Amendment No. 5 and in a not-to-exceed amount of \$58,220.00, from the neighborhood's General Obligation Bond funds, for the services included in Amendment No. 6.

JMG/RCM/TH/ar

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE TWO AMENDMENTS TO THE PROFESSIONAL LANDSCAPE ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND WILLIAMS, HATFIELD & STONER, INC., D/B/A TETRA-TECH WHS, DATED JULY 18, 2001: AMENDMENT NO. 5, IN A NOT-TO-EXCEED AMOUNT OF \$50,000.00, FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES, NECESSARY FOR THE REPLACEMENT OF ADDITIONAL WATER LINES AND THE RELOCATION OF WATER METERS WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHTS-OF-WAY; AND AMENDMENT NO. 6, IN A NOT-TO-EXCEED AMOUNT OF \$58,220.00, FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES, NECESSARY FOR THE DESIGN OF THE RE-PLANNING STUDY ORIGINATED BY THE COMMUNITY DESIGN REVIEW MEETING HELD ON OCTOBER 21, 2003, FOR THE RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS PROGRAM NEIGHBORHOOD NO. 4 – NORMANDY ISLE AND NORMANDIE SUD PROJECT; FURTHER AUTHORIZING THE REALLOCATION OF PREVIOUSLY APPROPRIATED FUNDS FOR CONSTRUCTION, IN A NOT-TO-EXCEED AMOUNT OF \$50,000.00, FROM THE NEIGHBORHOOD'S WATER AND SEWER BOND FUNDS, FOR THE SERVICES INCLUDED IN AMENDMENT NO. 5 AND IN A NOT-TO-EXCEED AMOUNT \$58,220.00, FROM THE NEIGHBORHOOD'S GENERAL OBLIGATION BOND FUNDS, FOR THE SERVICES INCLUDED IN AMENDMENT NO. 6.

WHEREAS, pursuant to Request for Qualification (RFQ) No. 07-00/01, the Mayor and City Commission adopted Resolution No. 2001-24505, on July 18, 2001, approving and authorizing the Mayor and City Clerk to execute an Agreement with Williams, Hatfield and Stoner, Inc. d/b/a Tetra-Tech WHS, (TTWHS) for Professional Services for the Normandy Isle and Normandie Sud Streetscape Right-of-Way Neighborhood Project (the Project) at a not-to-exceed fee of \$617,664.00; and

WHEREAS, the Agreement provides for the detailed planning, design, permitting, bidding / award and construction administrative services for various streetscape / landscape / utility improvements within the Normandy Isle and Normandie Sud neighborhood; and

WHEREAS, on September 10, 2003, the Mayor and City Commission adopted Resolution No. 2003-25320, approving additional design services as Amendment No. 1,

for rear easement waterline relocation efforts, for a not-to-exceed amount of \$50,529.00; and

WHEREAS, on February 25, 2004, the Mayor and City Commission adopted Resolution No. 2004-25488, approving additional design services as Amendment No. 2, for re-design of lighting system, pursuant the City's new standards, a planning study related to hardscape and landscape revisions arising from the community design review meeting held on October 21, 2003, and for administration, specifications, and reimbursables associated with the additional Scope of Work, for an amount of \$30,500.00; and

WHEREAS, Amendment No. 3 is in the process of being executed, to include the additional professional landscaping architectural and engineering services for the detail design, permitting and bidding / award services for the extension of the proposed right-of-way Improvements on Bay Drive between Marseille Drive and the Normandy Shores Bridge are required to complement the design efforts for the entire neighborhood, for a not-to-exceed amount of \$17,047.00; and

WHEREAS, On July 24, 2004, Amendment No. 4 was executed, to include the participation of the Consultant in eight additional design progress meetings, originated by design revisions, for a not-to-exceed amount of \$7,458.00; and

WHEREAS, the planning effort for the Normandy Isle and Normandie Sud neighborhood has been completed and detail design activities are underway; and

WHEREAS, Amendment No. 5 has a Scope of Work which consists of additional design services for the replacement of additional existing 4-inch and 6-inch diameter cast iron water lines with new 8-inch diameter water lines to be relocated under the Florida Department of Transportation (FDOT) Rights-of-Way 71st Street and Normandy Drive, for a not-to-exceed amount of \$50,000.00; and

WHEREAS, the Scope of Work of Amendment No. 5 consists of various tasks, including field verification of existing conditions, detailed design, constructability review, cost opinion, document revisions and coordination with the portions of the Project already designed, community meetings, and permitting reviews, that will result in the preparation of the Contract Documents for the replacement of additional existing 4-inch and 6-inch diameter cast iron water lines with new 8-inch diameter water lines to be relocated to the front of lots under the Florida Department of Transportation (FDOT) Rights-of-Way Normandy Drive and 71st Street; and

WHEREAS, the extent of the improvements was not anticipated during the development/negotiation of the original Scope of Work, which was limited to the City's Right-of-Way; and

WHEREAS, all other watermain replacements remain in the original contract and Amendment No. 1 to the Project; and

WHEREAS, the original Scope of Work that was negotiated prior to the first Notice to Proceed on the entire Project did not contemplate the relocation of rear easements water mains to the front of property; and

WHEREAS, therefore, because Normandy Drive and 71st Street are FDOT Rights-of-Way, they were both explicitly outside the current work scope; and

WHEREAS, during the Planning Phase, for practical and operational purposes, the decision was made to relocate the existing rear easement water meters from the rear easements to the front of property; and

WHEREAS, this decision necessitates the design and installation of water mains and meters to the front of those residences that front on Normandy Drive and 71st Street as they are currently receiving water from the rear of the property; and

WHEREAS, Amendment No. 6 Scope of Work consists of additional design services for the design effort to implement the re-planning study originated from the Community Design Review Meeting (CDRM) held on October 21, 2003; and

WHEREAS, the need for the design change was primarily by the decision of the neighborhood to not pursue a proposed guardhouse and street closures; and

WHEREAS, therefore, these improvements can be funded through redistribution of the savings produced by the revised City lighting standards for single family residential areas, requiring a reduced illumination level from 1.0 ft-candle to 0.6 ft-candle, into landscaping and hardscaping modifications, for a not-to-exceed amount of \$58,220.00; and

WHEREAS, the General Obligation Bond Oversight Committee recommended approval of Amendment No. 6 at its meeting of November 2, 2004; and

WHEREAS, it is the CIP Office intent that once the design is completed, the results would be presented to the community again, including applicable construction cost estimate and re-design costs; and

WHEREAS, these fee proposals have been evaluated by Hazen & Sawyer, the City's Program Manager, and the CIP Office and latter negotiated with TTWHS for the final amount of \$108,220.00; and

WHEREAS, TTWHS will provide a 60% design development level for the Construction Documents within 14 weeks of executing the Amendment; and

WHEREAS, the funding source is the reallocation of previously appropriated funds for construction, in an amount not-to-exceed \$50,000.00, from the neighborhood's Water and Sewer Bond funds for the services included in Amendment

No. 5 and \$58,220.00, from the neighborhood's General Obligation Bond funds for the services included in Amendment No. 6.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve the additional design services in two amendments to the Agreement between the City of Miami Beach and Williams, Hatfield and Stoner, Inc., d/b/a Tetra-Tech WHS, dated July 18, 2001: Amendment No. 5 for the replacement of additional water lines and relocation of meters within the Florida Department of Transportation (FDOT) Rights-of-Way, in a not-to-exceed amount of \$50,000.00; and Amendment No. 6 for the design of the re-planning study originated by the Community Design Review meeting held on October 21, 2003, in a not-to-exceed amount of \$58,220.00; and authorize the reallocation of previously appropriated funds for construction in a not-to-exceed amount of \$50,000.00, from the neighborhood's Water and Sewer Bond funds, for the services included in Amendment No. 5 and in a not-to-exceed amount \$ 58,220.00, from the neighborhood's General Obligation Bond funds, for the services included in Amendment No. 6.

PASSED and ADOPTED this ____ day of November, 2004.

ATTEST:

CITY CLERK

MAYOR

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 10-28-04
City Attorney Date

**AMENDMENT NO. 5
TO THE PROFESSIONAL LANDSCAPE ARCHITECTURAL
AND ENGINEERING SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
WILLIAMS, HATFIELD & STONER, INC., D/B/A TETRA-TECH WHS,
DATED JULY 18, 2001,
IN AN AMOUNT NOT-TO-EXCEED \$50,000.00,
FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES,
NECESSARY FOR THE REPLACEMENT OF ADDITIONAL WATER LINES AND
THE RELOCATION OF WATER METERS WITHIN THE FLORIDA DEPARTMENT
OF TRANSPORTATION (FDOT) RIGHTS-OF-WAY,
FOR THE RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS PROGRAM
NEIGHBORHOOD NO. 4 – NORMANDY ISLE AND NORMANDIE SUD PROJECT.**

This Amendment No. 5 to the Agreement made and entered this ____ day of _____, 2004, by and between the CITY OF MIAMI BEACH, a Municipal Corporation existing under the laws of the State of Florida (hereinafter referred to as CITY), having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139, and Williams, Hatfield & Stoner, Inc. d/b/a TETRA-TECH WHS, having its offices at 1601 Ponce de Leon Boulevard, Suite 220, Coral Gables, Florida 33146 (hereinafter referred to as CONSULTANT).

RECITALS

WHEREAS, pursuant to Request for Qualifications (RFQ) No. 07-00/01, the Mayor and City Commission adopted Resolution No. 2001-24505, on July 18, 2001, approving and authorizing the Mayor and City Clerk to execute an Agreement with Williams, Hatfield & Stoner, Inc., d/b/a TETRA-TECH WHS, for Professional Services for the Normandy Isle and Normandie Sud Streetscape Right-of-Way Neighborhood Project (the Project); and

WHEREAS, the Agreement provides for the detailed planning, design, permitting, bidding / award and construction administrative services for various streetscape / landscape / utility improvements within the Normandy Isle and Normandie Sud neighborhood; and

WHEREAS, the Agreement was executed for a not-to-exceed amount of \$617,664.00; and

WHEREAS, on September 10, 2003, the Mayor and City Commission adopted Resolution No. 2003-25320, approving additional design services as Amendment No. 1, for rear easement waterline relocation efforts, for a not-to-exceed amount of \$50,529.00; and

WHEREAS, on February 25, 2004, the Mayor and City Commission adopted Resolution No. 2004-25488, approving additional design services as Amendment No. 2, for re-design of lighting system, pursuant the City's new standards, a planning study related to hardscape and landscape revisions arising from the community design review meeting held on October 21, 2003, and for administration, specifications, and reimbursables associated with the additional Scope of Work, for an amount of \$30,500.00; and

WHEREAS, Amendment No. 3 is in the process of being executed, to include the additional professional landscaping architectural and engineering services for the detail design, permitting and bidding / award services for the extension of the proposed right-of-way Improvements on Bay Drive between Marseille Drive and the Normandy Shores Bridge are required to complement the design efforts for the entire neighborhood, for a not-to-exceed amount of \$17,047.00; and

WHEREAS, on July 24, 2004, Amendment No. 4 was executed, to include the participation of the Consultant in eight additional design progress meetings, originated by design revisions, for a not-to-exceed amount of \$7,458.00; and

WHEREAS, the planning effort for the Normandy Isle and Normandie Sud neighborhood has been completed and detail design activities are underway; and

WHEREAS, Amendment No. 5 Scope of Work consists of additional design services for the replacement of additional existing 4-inch and 6-inch diameter cast iron water lines with new 8-inch diameter water lines to be relocated under the Florida Department of Transportation (FDOT) Rights-of-Way 71st Street and Normandy Drive; and

WHEREAS, this fee proposal has been evaluated by Hazen & Sawyer, the City's Program Manager, and the CIP Office and the latter has negotiated with TTWHS for the final amount of \$50,000.00; and

WHEREAS, the funding source is the reallocation of previously appropriated funds for construction, in an amount not to exceed \$50,000.00, from the neighborhood's Water and Sewer Bond funds for said services.

NOW, THEREFORE, the parties hereto, and in consideration of the mutual promises, covenants, agreements, terms, and conditions herein contained, and other good and valuable consideration, the respect and adequacy are hereby acknowledged, do agree as follows:

1. **ABOVE RECITALS**

The above recitals are true and correct and are incorporated as a part of this Amendment No. 5.

2. **MODIFICATIONS**

The Agreement is amended as defined in Schedule "A-5", attached herein.

3. **OTHER PROVISIONS.**

All other provisions of the Agreement, as amended, are unchanged.

4. **RATIFICATION.**

The City and Consultant ratify the terms of the Agreement, as amended by this Amendment No. 5.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be executed in their names by their duly authorized officials as of the date first set forth above.

ATTEST:

CITY OF MIAMI BEACH

CITY CLERK

By _____
MAYOR

ATTEST :

CONSULTANT:


**WILLIAMS, HATFIELDS & STONER, INC.
D/B/A TETRA-TECH**

SECRETARY

By _____
PRESIDENT

Print Name

Print Name **APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 10-28-07
City Attorney Date

SCHEDULE "A-5"
TO
AMENDMENT NO. 5
TO THE PROFESSIONAL LANDSCAPE ARCHITECTURAL
AND ENGINEERING SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
WILLIAMS, HATFIELD & STONER, INC., D/B/A TETRA-TECH WHS,
DATED JULY 18, 2001,
IN AN AMOUNT NOT-TO-EXCEED \$50,000.00,
FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES,
NECESSARY FOR THE REPLACEMENT OF ADDITIONAL WATER LINES AND THE
RELOCATION OF WATER METERS WITHIN THE FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT) RIGHTS-OF-WAY,
FOR THE RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS PROGRAM
NEIGHBORHOOD NO. 4 – NORMANDY ISLE AND NORMANDIE SUD PROJECT.

Scope of Services:

The Scope of Work consists of various tasks that will result in the preparation of the Contract Documents for the replacement of additional existing 4-inch and 6-inch diameter cast iron water lines with new 8-inch diameter water lines to be relocated to the front of lots under the Florida Department of Transportation (FDOT) Rights-of-Way Normandy Drive and 71st Street.

The extent of the improvements was not anticipated during the development/negotiation of the original Scope of Work, which was limited to the City's Right-of-Way.

All other watermain replacements remain in the original contract and Amendment No. 1 to the Project.

The Project has an area defined as Normandy Isle, south of Normandy Waterway along Normandy Drive and 71st Street.

A detailed scope is defined in Exhibit "A", TASK 5.5 – Additional Design Services for Watermains located within the FDOT Right-of-Way, dated October 14, 2004, attached herein.

Compensation:

- Original Agreement amount \$617,664.00.
- Amendment No. 1 (relocation of existing utility improvements) amount \$50,529.00.
- Amendment No. 2 (study of revisions from BODR meeting) amount \$30,500.00.
- Amendment No. 3 (improvements along Bay Drive) amount \$17,047.00.
- Amendment No. 4 (additional progress meetings) amount \$7,458.00.
- Amendment No. 5 (additional water lines and meter relocation) amount **\$50,000.00.**
- Revised Agreement amount **\$723,198.00.**

EXHIBIT "A"

SCOPE OF SERVICES CITY OF MIAMI BEACH RIGHT OF WAY INFRASTRUCTURE PROGRAM NEIGHBORHOOD No. 4 – NORMANDY ISLES

AMENDMENT No. 5

TASK 5.5 – ADDITIONAL DESIGN SERVICES FOR WATERMAINS LOCATED WITHIN THE FDOT RIGHT-OF-WAY

October 14, 2004

The following Scope of Work consists of design services for the replacement of additional existing 4-inch and 6-inch diameter cast iron water lines with new 8-inch diameter water lines to be relocated to the front of lots under Florida Department of Transportation (FDOT) roadways Normandy Drive and NW 71st Street in the areas identified on Exhibit C attached. The extent of improvements along these FDOT rights-of-way (ROW) were not anticipated during the development/negotiation of the original scope of services in which work was limited to the City's ROW only. All other watermain replacements remain in the original contract and Amendment No. 1 to the project. The project area is defined as Normandy Isle, south of Normandy Waterway along Normandy Drive and NW 71st Street. This scope of work includes the following additional design services:

Task 5.5.1 – Field Verification of Existing Conditions

TT-WHS will conduct a site visit to assess existing conditions and prepare a topographic survey as a base providing information required per CMB Design Standard Manual guidelines.

Task 5.5.2 – Detailed Design – Water Line Improvements

TT-WHS shall coordinate and submit separate design package to include detailed design drawings consisting of water distribution system improvements plans and profiles for replacement of all watermains per attached Exhibit C. TT-WHS will utilize City standard details as provided. TT-WHS will also supplement design documents with additional details as necessary to provide City with a complete work product for standard review by the City per Task 2.3 of the Basic Scope of Services. The complete watermain package will include approximately 84 sheets, inclusive of plan/profile and detail sheets. TT-WHS shall submit six (6) full-size and two (2) half-size sets for the City's review purposes. TT-WHS will contact utility companies to obtain as built utility information for all existing utilities, including FPL, Bell South, gas, cable, water, wastewater and stormwater. TT-WHS will provide base sheets at 1'=20' scale showing all necessary survey information and all existing utilities.

Detail design milestones for this scope of work shall include:

- 60% design completion – plan and profile view at a scale of 1-inch equals 20 feet of all watermain improvements, for entire neighborhood including those sheets previously submitted, applicable sections and construction details.
- 90% design completion – entire technical specifications and construction drawings for the water line improvements ready for review and permitting.
- 100% design – bid advertisement set of documents.

Task 5.5.3 – Design/ Constructability Review

TT-WHS will attend up to two (2) meetings with the City and Program Manager staff to review and discuss design, constructability and value analysis comments. If required TT-WHS will also assist with the preparation of written responses to comments made during the review sessions.

Task 5.5.4 – Cost Opinions

The Consulting team will assist in the preparation of a construction cost estimate for 60% Completion Design submittal, as well as the 90% and final cost estimate for (100%) completion stage.

Task 5.5.5 – Community Design Review Meetings

This task is not included in this Scope of Work, as it is already addressed in the Base Scope of Services.

Task 5.5.6 – Document Revisions

Based upon input provided by the City, TT-WHS will incorporate the necessary contract document revisions, as approved by the City.

Task 5.5.7 – Combine Document with Main ROW Project

Upon completion of the 60% design completion stage submittal and review process, TT-WHS will coordinate the full merging of the ROW Water Mains Design Documents into the Normandy Isle ROW Project documents. TT-WHS shall ensure that all Design Standards Manual requirements are complied with, keymaps are consistent, sheets are properly collated, match lines are coordinated, and verify overall coordination of interdisciplinary improvements to avoid conflicts.

Task 5.5.8 – Permitting Reviews

TT-WHS will prepare such documents, design data and applications as may be required to procure approvals from Florida Department of Transportation, City of Miami Beach Building Department, Miami-Dade Water and Sewer Department, City of Miami Beach Public Works Dept., Miami-Dade County Public Works Dept., and Miami Dade County Department of Health

for the water distribution system. TT-WHS will also incorporate all revisions as required by these governing authorities for the purposes of procuring applicable permits.

TIME OF COMPLETION

Sixty percent (60%) drawings will be submitted within 14 weeks of receipt of authorization to proceed. Other deliverables will be submitted in accordance with the schedule outlined in the agreement between the City of Miami Beach and TT-WHS.

PAYMENT AND COMPENSATION

The method for calculating fees for the proposed engineering services (Tasks 5.5.1 through 5.5.8 above) is established in the attached table shown on Exhibit B based on estimated labor plus direct costs. The total fee proposed for this scope of work shall be a not-to-exceed basis in the amount of \$50,000. Invoicing will be monthly and based on hourly rates as defined in the agreement between TT-WHS and the City of Miami Beach.

Exhibit "B"

City of Miami Beach

Right of Way Infrastructure Program

Fee Schedule - TT-WHS

Neighborhood No. 4

Additional Water Lines

October 14, 2004

TASK NO.	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	SR. ENGINEER / ARCHITECT	ENGINEER / ARCHITECT	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST
5.5.1	ADDITIONAL DESIGN SERVICES	0	4	4	0	0	4	0	12	\$1,150
5.5.2	FIELD VERIFICATION OF EXISTING CONDITIONS AND SURVEY	0	12	24	0	0	200	0	236	\$6,000
5.5.3	DETAILED DESIGN - WATER LINE IMPROVEMENTS	0	8	8	0	0	0	2	18	\$14,959
5.5.4	DESIGN/CONSTRUCTABILITY REVIEW	0	4	40	0	0	40	2	86	\$1,948
5.5.5	COST OPINIONS	0	0	0	0	0	0	0	0	\$7,065
5.5.6	COMMUNITY DESIGN REVIEW MEETINGS	0	0	0	0	0	0	0	0	\$0
5.5.7	DOCUMENT REVISIONS	0	4	20	0	0	40	2	66	\$4,912
5.5.8	COMBINE DOCUMENT WITH MAIN ROW PROJECT	0	8	16	0	0	40	0	0	\$4,900
	PERMITTING REVIEWS	0	20	40	0	0	40	2	102	\$9,072
	REIMBURSABLES									
	TOTAL HOURS	0	60	152	0	0	364	8	520	
	TOTAL FEE ESTIMATE	\$151.55	\$125.42	\$107.65	\$90.93	\$76.30	\$54.35	\$41.81		\$50,006
	Hourly Rates									

**AMENDMENT NO. 6
TO THE PROFESSIONAL LANDSCAPE ARCHITECTURAL
AND ENGINEERING SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
WILLIAMS, HATFIELD & STONER, INC., D/B/A TETRA-TECH WHS,
DATED JULY 18, 2001,
IN AN AMOUNT NOT-TO-EXCEED \$58,220.00,
FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES,
NECESSARY FOR THE DESIGN OF THE RE-PLANNING STUDY ORIGINATED BY
THE COMMUNITY DESIGN REVIEW MEETING HELD ON OCTOBER 21, 2003,
FOR THE RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS PROGRAM
NEIGHBORHOOD NO. 4 – NORMANDY ISLE AND NORMANDIE SUD PROJECT.**

This Amendment No. 6 to the Agreement made and entered this ____ day of _____, 2004, by and between the CITY OF MIAMI BEACH, a Municipal Corporation existing under the laws of the State of Florida (hereinafter referred to as CITY), having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139, and Williams, Hatfield & Stoner, Inc. d/b/a TETRA-TECH WHS, having its offices at 1601 Ponce de Leon Boulevard, Suite 220, Coral Gables, Florida 33146 (hereinafter referred to as CONSULTANT).

RECITALS

WHEREAS, pursuant to Request for Qualifications (RFQ) No. 07-00/01, the Mayor and City Commission adopted Resolution No. 2001-24505, on July 18, 2001, approving and authorizing the Mayor and City Clerk to execute an Agreement with Williams, Hatfield & Stoner, Inc., d/b/a TETRA-TECH WHS, for Professional Services for the Normandy Isle and Normandie Sud Streetscape Right-of-Way Neighborhood Project (the Project); and

WHEREAS, the Agreement provides for the detailed planning, design, permitting, bidding / award and construction administrative services for various streetscape / landscape / utility improvements within the Normandy Isle and Normandie Sud neighborhood; and

WHEREAS, the Agreement was executed for a not-to-exceed amount of \$617,664.00; and

WHEREAS, on September 10, 2003, the Mayor and City Commission adopted Resolution No. 2003-25320, approving additional design services as Amendment No. 1, for rear easement waterline relocation efforts, for a not-to-exceed amount of \$50,529.00; and

WHEREAS, on February 25, 2004, the Mayor and City Commission adopted Resolution No. 2004-25488, approving additional design services as Amendment No. 2, for re-design of lighting system, pursuant the City's new standards, a planning study related to hardscape and landscape revisions arising from the community design review meeting held on October 21, 2003, and for administration, specifications, and reimbursables associated with the additional Scope of Work, for an amount of \$30,500.00; and

WHEREAS, Amendment No. 3 is in the process of being executed, to include the additional professional landscaping architectural and engineering services for the detail design, permitting and bidding / award services for the extension of the proposed right-of-way Improvements on Bay Drive between Marseille Drive and the Normandy Shores Bridge are required to complement the design efforts for the entire neighborhood, for a not-to-exceed amount of \$17,047.00; and

WHEREAS, on July 24, 2004, Amendment No. 4 was executed, to include the participation of the Consultant in eight additional design progress meetings, originated by design revisions, for a not-to-exceed amount of \$7,458.00; and

WHEREAS, the planning effort for the Normandy Isle and Normandie Sud neighborhood has been completed and detail design activities are underway; and

WHEREAS, Amendment No. 5, also submitted to the City Commission on this date, has a Scope of Work which consists of additional design services for the replacement of additional existing 4-inch and 6-inch diameter cast iron water lines with new 8-inch diameter water lines to be relocated under the Florida Department of Transportation (FDOT) Rights-of-Way 71st Street and Normandy Drive, for a not-to-exceed amount of \$50,000.00; and

WHEREAS, Amendment No. 6 Scope of Work consists of additional design services for the design effort to implement the re-planning study originated from the Community Design Review Meeting (CDRM) held on October 21, 2003; and

WHEREAS, these improvements include redistribution of the savings produced by the revised City lighting standards for single family residential areas, requiring a reduced illumination level from 1.0 ft-candle to 0.6 ft-candle, into landscaping and hardscaping modifications; and

WHEREAS, this fee proposal has been evaluated by Hazen & Sawyer, the City's Program Manager, and the CIP Office and the latter has negotiated with TTWHS for the final amount of \$58,220.00; and

WHEREAS, the funding source is the reallocation of previously appropriated funds for construction, in an amount not to exceed \$58,220.00, from the neighborhood's General Obligation Bond funds for said services.

NOW, THEREFORE, the parties hereto, and in consideration of the mutual promises, covenants, agreements, terms, and conditions herein contained, and other good and valuable consideration, the respect and adequacy are hereby acknowledged, do agree as follows:

1. **ABOVE RECITALS**

The above recitals are true and correct and are incorporated as a part of this Amendment No. 6.

2. **MODIFICATIONS**

The Agreement is amended as defined in Schedule "A-6", attached herein.

3. **OTHER PROVISIONS.**

All other provisions of the Agreement, as amended, are unchanged.

4. **RATIFICATION.**

The City and Consultant ratify the terms of the Agreement, as amended by this Amendment No. 6.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 to be executed in their names by their duly authorized officials as of the date first set forth above.

ATTEST:

CITY OF MIAMI BEACH

CITY CLERK

By _____
MAYOR

ATTEST :

CONSULTANT:

**WILLIAMS, HATFIELDS & STONER, INC.
D/B/A TETRA-TECH**




SECRETARY

By _____
PRESIDENT

Print Name

Print Name

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**


City Attorney  
Date

SCHEDULE "A-6"
TO
AMENDMENT NO. 6
TO THE PROFESSIONAL LANDSCAPE ARCHITECTURAL
AND ENGINEERING SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
WILLIAMS, HATFIELD & STONER, INC., D/B/A TETRA-TECH WHS,
DATED JULY 18, 2001,
IN AN AMOUNT NOT-TO-EXCEED \$58,220.00,
FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES,
NECESSARY FOR THE DESIGN OF THE RE-PLANNING STUDY ORIGINATED BY
THE COMMUNITY DESIGN REVIEW MEETING HELD ON OCTOBER 21, 2003,
FOR THE RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS PROGRAM
NEIGHBORHOOD NO. 4 – NORMANDY ISLE AND NORMANDIE SUD PROJECT.

Scope of Services:

The Scope of Work consists of various tasks that will result in the preparation of the Contract Documents for the design efforts for the re-planning study originated by the Community Design Review Meeting held on October 21, 2003. These improvements were necessitated by the neighborhood's decision not to proceed with a proposed guardhouse and related street closures.

The re-planning study Scope of Work can be funded through savings generated by the City's review of its lighting standards for the single family areas, requiring a reduced illumination level from 1.0 ft-candle to 0.6 ft-candle.

Re-planning efforts will concentrate in landscaping and hardscaping scope.

A detailed scope is defined in Exhibit "A", TASK 5.6 – Design Effort for Re-Planning Study, dated October 14, 2004, attached herein.

Compensation:

- Original Agreement amount \$617,664.00.
- Amendment No. 1 (relocation of existing utility improvements) amount \$50,529.00.
- Amendment No. 2 (study of revisions from BODR meeting) amount \$30,500.00.
- Amendment No. 3 (improvements along Bay Drive) amount \$17,047.00.
- Amendment No. 4 (additional progress meetings) amount \$7,458.00.
- Amendment No. 5 (additional water lines and meter relocation) amount \$50,000.00.
- Amendment No. 6 (additional design of re-planning study) amount **\$58,220.00**.
- Revised Agreement amount **\$781,418.00**.

EXHIBIT "A"

SCOPE OF SERVICES CITY OF MIAMI BEACH RIGHT OF WAY INFRASTRUCTURE PROGRAM NEIGHBORHOOD No. 4 – NORMANDY ISLES

AMENDMENT No. 6

TASK 5.6 – DESIGN EFFORT FOR RE-PLANNING STUDY

October 14, 2004

In June 2002, the WHS/Tetra Tech team completed the planning efforts for the Normandy Isle and Normandy Sud Right of Way and Infrastructure Improvement program. A Basis of Design Report was prepared and approved by the City Commission. This document represented the requests of the residents and served as the basis for the preparation of the construction documents. Prior to the team being hired and the voter's approval of the General Obligation Bond Program, the City held public workshops on March 29, 2000 and June 6, 2000, to identify the neighborhood needs and priorities.

These needs were given as a basis for the Tetra Tech - WHS team to begin the planning of the neighborhood improvements. This team conducted two Community Design Workshops and numerous meetings with citizens, City administration and staff, which served to secure input during the planning phase. The first Community Design Workshop was held on November 15, 2001. The team presented design ideas and the citizens were gathered by area and given the opportunity for input. Their input was then incorporated into the final design solutions and presented at a second Community Design Workshop on January 24, 2002. Once again the citizens were given the opportunity for input and design consensus was achieved in all items but one – sidewalk infill in the Normandy Sud area. The City then conducted additional meetings with the purpose of discussing this issue and reaching consensus. On May 13, 2002 the project was presented to the G.O. Bond Committee to seek approval. This meeting was open to the public and the public input was obtained. Minor changes were made and the final document was presented to the City Commission on June 19, 2002. The citizens were given the opportunity for input and the City Commission made minor recommendations for changes on the street-end designs and provided the final determination for the sidewalk infill item. The Basis of Design Report (BODR) was approved by the Commission at this meeting. The consulting team was given the authorization to begin the design work, based on the improvements and scope identified in the BODR.

As part of the effort during the Design portion of the process, the City and Consulting team held a Community Design Review Meeting (CDRM) after 30% and 60% Completion Stage Submittals, for the purpose of presenting the progress of the documentation of improvements proposed during the planning stage. This meeting was held on October 21, 2003. The purpose of this meeting was to present the 60% Completion Plans, which had been developed based on the BODR.

The Normandy Sud area was developed during the planning phase as a “controlled access neighborhood”. It was anticipated, during the planning efforts this area would establish a “Special Taxing District” to enable the development of a controlled access neighborhood with a new gatehouse, and street closures at Rue Notre Dame and Rue Bordeaux. This proposal was defeated by the citizens of the areas, after the approval of the BODR. The rejection of this effort, directly impacted the proposed improvements by removing the need for a gatehouse- with reconfigured median and traffic lanes, and maintaining the open entries to the neighborhood at Rue Notre Dame and Rue Bordeaux.

On October 17, 2003 the City’s Public Works Department adopted a revised lighting standard for the single family residential areas – requiring an illumination level of 0.6 ft.-candles, versus the 1.0 ft.-candle previously established. The lighting for the Normandy Sud neighborhood, which had been designed to the 1.0 foot candle level, is to be redesigned to the new standard, therefore reducing the number of poles required, and achieving a savings for this item. The estimated savings for this item is \$125,000. The citizen’s of the Normandy Sud area, approved the lighting redesign effort at the October CDRM, and would like to see the savings achieved applied to their requested improvement changes.

Funding for improvements in this neighborhood is fixed. Savings resulting from the lighting redesign, could be used to fund some of the improvements, as well as the design fees associated with the changes. As a result the City reviewed the Normandy Sud citizens’ requests and is willing to consider the revisions to some of the items. The City authorized the Consulting team to evaluate these requests and prepare impacts to construction cost, design fees and time for implementation of these changes.

The following Scope of Work consists of additional design services for the incorporation the outlined tasks within the Normandy Sud Neighborhood per the resident’s requests during the Community Design Review Meeting held October 21, 2003. These improvements were not included in the BODR or on any previous scopes of work for this project. The current plans (approximately 60 percent complete) will be revised to incorporate these additional improvements.

Task 5.6.1 Large Palms on North-South Streets

The Consulting team shall relocate or remove (depending on condition) all existing Medjool Date Palms and Coconut Palms along Rue Bordeaux and Rue Notre Dame from NW 71st Street to Bay Drive and replant with new Royal Palms. The tree disposition plans identified in the attached Exhibit ‘C’ showing the modified intent for existing material and the landscape plans showing the new plantings for these streets will be modified. The Encroachment List will be revised to incorporate the changes approved by the City.

Task 5.6.2 Organize Palms along Trouville

The Consulting team shall modify the drawings to reflect the existing median configuration. Currently the 60% drawings show the median configured for a guardhouse with entry lane. The base drawing, corresponding Tree disposition, Landscape and Irrigation Plans identified in the attached Exhibit ‘C’ will be modified to indicate crape myrtles along the sides of Trouville

Esplanade and royals/coconuts in the median to remain. Automatic irrigation will be added to the existing median configuration. The Encroachment List will be revised to incorporate the changes approved by the City.

Task 5.6.3 Revised Paver Layouts

The residents requested the addition of concrete unit pavers for the intersections of Trouville Esplanade, Rue Bordeaux, and Rue Notre Dame with NW 71st Street, Biarritz Drive and Bay Drive. The corresponding Demolition Plans, Paving, Grading & Drainage Plans, Pavement Marking Plans and Details Plans shall be modified as identified in the attached Exhibit 'C' by the Consulting team to indicate unit pavers at the cross walks of the intersections.

Task 5.6.4 Uplighting of Entrances

The Consulting team shall modify the electrical plans and detail sheet, identified in the attached Exhibit 'C', to comply with the residents' request for landscape uplighting for all the Royal Palms proposed within the median along Trouville Esplanade, Rue Bordeaux and Rue Notre Dame. Two uplights per palm are proposed. The current plans indicate uplighting for the palms along the Trouville median configured for a guardhouse entry. Additional uplighting will be included for the reconfigured palms along this street as well as the palms along Rue Bordeaux and Rue Notre Dame which originally were not proposed to be uplighted.

Task 5.6.5 Maintain a more "Eclectic" Landscaping Pattern

The Consulting team shall modify the tree disposition plans identified in the attached Exhibit 'C' to indicate trees to be removed/relocated or remaining as well as the landscape plans to show new trees and palms to comply with the residents request for maintenance of the existing vegetation throughout the neighborhood. The current plans at 60% Design Completion indicate the approved BODR design which called solely for canopy trees for all east-west streets – Bay and Biarritz Drive and large palms for the north-south streets – Trouville Esplanade, Rue Bordeaux, and Rue Notre Dame. At the latest CDRM, the residents voted to keep much of the existing vegetation, though not "pure" to the design, and infilling with trees or palms accordingly. The Encroachment List will be revised to incorporate the changes approved by the City.

Task 5.6.6 Contract Administration and Coordination

TT-WHS shall provide contract administration services and coordinate the effort in preparation of 60% Design Completion Stage submittal to ensure all revisions of the Re-Planning Study are included in the revised plans. Consultant shall ensure that all Design Standard Manual requirements are complied with, key maps are consistent, and verify overall coordination of interdisciplinary improvements to avoid conflicts.

Task 5.6.7 Update Cost Estimate

The Consulting team shall assist in the preparation of opinions of probable construction costs for 60% Completion Design submittal, as well as the 90% and final cost for (100%) completion stage.

Task 5.6.8 60% Submittal of the Re-Planning Effort Design

The Consulting team shall coordinate and submit a separate Normandy Sud hardscape/streetscape package that clearly illustrates all proposed improvements, inclusive of revisions made as a result of the re-planning study for standard review by the City per Task 2.3 of the Basic Scope of Services. TT-WHS shall submit six (6) full-size and two (2) half-size sets for the City's review purposes.

Task 5.6.9 Combine Document with Main ROW Project

Upon completion of the 60% design completion stage submittal and review process, the consulting team will coordinate the full merging of the Re-planning Design Documents into the Normandy Isle ROW Project documents. The Consulting team shall ensure that all disciplines are properly collated and keyed to individual key maps, that match lines are properly coordinated, and that the "combined" document demonstrates full uniformity and compliance with the City's design standards.

TIME OF COMPLETION

Sixty percent (60%) drawings will be submitted within 16 weeks of receipt of authorization to proceed. Other deliverables will be submitted in accordance with the schedule outlined in the agreement between the City of Miami Beach and TT-WHS.

PAYMENT AND COMPENSATION

The method for calculating the fees for the aforementioned proposed engineering services (Tasks 5.6.1 through 5.6.9) is established in Exhibit 'B' attached, based on estimated labor plus direct costs. The total fee proposed for this Scope of Work shall be on a not-to-exceed basis in the amount of \$58,220.00. Invoicing will be monthly and based on hourly rates as defined in the current agreement between TT-WHS and the City of Miami Beach.

City of Miami Beach

Right of Way Infrastructure Program

Fee Schedule - EXHIBIT 'B'

Neighborhood No. 4

REQUESTS BY RESIDENTS OF NORMANDY SUD POST CDRM NO.1

Revised: 10/14/04

TT-WHS Consulting Team

TASK NO.	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	SR. ENGINEER / ARCHITECT	ENGINEER / ARCHITECT	STAFF ENGINEER	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST
Task 5.6.1	Large Palms on North-South Street										
	Tree Disposition Plans	0	0	2	0	6	2	5	0	15	\$1,079
	Landscape Plans	0	0	2	0	6	2	5	0	15	\$1,079
	Update Encroachment Table	0	0	1	0	4	0	0	0	5	\$400
	Interdisciplinary Coordination	0	0	2	0	3	0	0	0	5	\$435
	Update Cost Estimate/takeoffs	0	0	2	0	2	0	4	0	8	\$579
	60% Submittal of the Re-Planning Effort / Comment Response	0	0	2	0	4	0	2	0	8	\$617
	Combine Document with Main ROW Project	0	0	1	0	2	0	2	0	5	\$363
	TOTAL HOURS	0	0	12	0	27	4	18	0	61	\$4,551
	TOTAL FEE ESTIMATE		\$125.42	\$107.65	\$90.93	\$73.16	\$76.30	\$54.35	\$41.81		
	Hourly Rates	\$151.55									

TASK NO. TASK DESCRIPTION

TASK NO.	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	SR. ENGINEER / ARCHITECT	ENGINEER / ARCHITECT	STAFF ENGINEER	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST
Task 5.6.2	Organize Palms along Trouville										
	Tree Disposition Plans	0	0	4	0	6	4	6	0	20	\$1,501
	Landscape Plans	0	0	4	0	6	4	6	0	20	\$1,501
	Update Encroachment Table	0	0	2	0	4	0	0	0	5	\$400
	Interdisciplinary Coordination	0	0	1	0	4	0	0	0	5	\$400
	Update Cost Estimate/takeoffs	0	0	2	0	4	0	6	0	12	\$834
	60% Submittal of the Re-Planning Effort / Comment Response	0	0	2	0	2	0	4	0	8	\$579
	Combine Document with Main ROW Project	0	0	1	0	3	0	2	0	7	\$543
	TOTAL HOURS	0	0	18	0	35	8	26	0	87	\$6,522
	Hourly Rates	\$151.55	\$125.42	\$107.65	\$90.93	\$73.16	\$76.30	\$54.35	\$41.81		

TASK NO. TASK DESCRIPTION

TASK NO.	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	SR. ENGINEER / ARCHITECT	ENGINEER / ARCHITECT	STAFF ENGINEER	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST
Task 5.6.3	Revised Paver Layouts										
	DM Sheets	0	1	4	6	0	10	35	0	56	\$3,767
	CP/GAD Sheets	0	1	5	12	0	12	36	0	66	\$4,627
	Detail Sheet	0	1	4	2	0	2	6	0	12	\$864
	CPM Sheets	0	0	4	12	0	10	35	0	62	\$4,312
	Landscape Architecture	0	0	20	0	4	0	10	0	34	\$2,989
	Contract Administration and Coordination	0	8	12	0	4	0	4	0	28	\$2,805
	Update Cost Estimate	0	2	5	2	2	0	4	0	15	\$1,335
	60% Submittal of the Re-Planning Effort / Design	0	2	8	4	0	2	8	0	24	\$2,063
	Combine Document with Main ROW Project	0	2	4	4	0	2	8	0	20	\$1,633
	TOTAL HOURS	0	18	63	42	10	38	146	0	317	\$21,425
	TOTAL FEE ESTIMATE		\$125.42	\$107.65	\$90.93	\$73.16	\$76.30	\$54.35	\$41.81		
	Hourly Rates	\$151.55									

City of Miami Beach

Right of Way Infrastructure Program

Fee Schedule - EXHIBIT 'B'

REQUESTS BY RESIDENTS OF NORMANDY SUD POST CDRM NO.1

Neighborhood No. 4

Revised:10/14/04

TASK NO.	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	SR. ENGINEER / ARCHITECT	ENGINEER / ARCHITECT	STAFF ENGINEER	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST
Task 5.6.4	Uplighting of Entrances										
	E Sheets	0	0	1	6	20	1	18	0	46	\$3,171
	E Details	0	0	1	2	4	1	2	0	10	\$767
	Landscape Architecture	0	0	6	0	8	4	0	0	18	\$1,536
	Contract Administration and Coordination	0	0	4	0	0	0	0	0	10	\$870
	Update Cost Estimate	0	0	2	0	2	0	0	0	4	\$405
	60% Submittal of the Re-Planning Effort Design	0	0	2	0	2	0	0	0	12	\$753
	Combine Document with Main ROW Project	0	0	0	4	6	0	8	0	18	\$1,237
	TOTAL HOURS	0	0	16	12	48	6	36	0	118	\$8,740
	TOTAL FEE ESTIMATE										
	Hourly Rates	\$151.55	\$125.42	\$107.65	\$90.93	\$73.16	\$76.30	\$54.35	\$41.81		

TASK NO.	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	SR. ENGINEER / ARCHITECT	ENGINEER / ARCHITECT	STAFF ENGINEER	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST
Task 5.6.5	Maintain a more "Eclectic" Landscaping Pattern										
	Tree Disposition Plans	0	0	8	0	30	12	0	0	50	\$3,972
	Landscape Plans	0	0	8	0	30	12	0	0	50	\$3,972
	Planting Legend	0	0	2	0	4	0	4	0	10	\$725
	Update Encroachment Table	0	0	8	0	12	0	0	0	20	\$1,739
	Contract Administration and Coordination	0	0	2	0	8	0	0	0	14	\$975
	Update Cost Estimate	0	0	4	0	2	0	6	0	12	\$903
	60% Submittal of the Re-Planning Effort/Comment Response	0	0	2	0	8	0	8	0	18	\$1,235
	Combine Document with Main ROW Project	0	0	2	0	2	0	2	0	6	\$470
	TOTAL HOURS	0	0	36	0	96	24	24	0	180	\$13,991
	TOTAL FEE ESTIMATE										
	Hourly Rates	\$151.55	\$125.42	\$107.65	\$90.93	\$73.16	\$76.30	\$54.35	\$41.81		

TT-WHS Consulting Team

TASK NO.	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	SR. ENGINEER / ARCHITECT	ENGINEER / ARCHITECT	STAFF ENGINEER	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST
Task 5.6	Design Effort for Re-Planning Study										
Task 5.6.1	Large Palms on North-South Streets	0	0	5	0	16	4	10	0	35	\$2,557.51
Task 5.6.2	Organize Palms along Trouville	0	0	11	0	24	8	12	0	55	\$4,202.59
Task 5.6.3	Revised Paver Layouts	0	0	34	32	4	34	122	0	230	\$16,586.08
Task 5.6.4	Uplighting of Entrances	0	0	8	0	32	6	20	0	74	\$5,474.56
Task 5.6.5	Maintain a more "Eclectic" Landscaping Pattern	0	0	26	0	76	24	4	0	130	\$10,407.66
Task 5.6.6	Contract Administration and Coordination	0	0	22	0	25	0	14	0	69	\$5,918.50
Task 5.6.7	Updated Cost Estimate	0	0	15	2	10	0	18	0	47	\$3,800.41
Task 5.6.8	60% Submittal of the Re-Planning Effort Design	0	0	16	4	17	0	28	0	59	\$5,212.02
Task 5.6.9	Combine Document with Main ROW Project	0	0	8	8	12	2	22	0	54	\$4,065.70
	TOTAL HOURS	0	16	145	54	216	80	250	0	763	\$58,228.03
	TOTAL FEE ESTIMATE										
	Hourly Rates	\$151.55	\$125.42	\$107.65	\$90.93	\$73.16	\$76.30	\$54.35	\$41.81		
	TOTAL FEE ESTIMATE - Tasks 5.6.1 through 5.6.9:										\$58,228

City of Miami Beach											
Right of Way Infrastructure Program											
Fee Schedule											
Neighborhood No. 4											
REQUESTS BY RESIDENTS OF NORMANDY SUD POST CDRM NO.1											
October 13, 2004											
SUMMARY											
TASK NO.	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	SR. ENGINEER / ARCHITECT	ENGINEER / ARCHITECT	STAFF ENGINEER	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST
Task 5.6	Design Effort for Re-Planning Study										
	TOTAL HOURS - Camo Dresser & McKee	0	0	2	12	30	2	36	0	82	\$5,610
	TOTAL HOURS - Curtis & Rogers	0	0	109	0	186	40	86	0	421	\$33,046
	TOTAL HOURS - Tetra Tech	0	18	34	42	0	38	128	0	260	\$19,593
		0	18	145	54	216	80	250	0	763	
	TOTAL FEE ESTIMATE	\$151.55	\$125.42	\$107.65	\$90.93	\$73.16	\$76.30	\$54.35	\$41.81	763	\$58,249
	Hourly Rates										

EXHIBIT 'B'

City of Miami Beach

Right of Way Infrastructure Program

Fee Schedule - Curtis & Rogers

Neighborhood No. 4

REQUESTS BY RESIDENTS OF NORMANDY SUD POST CDRM NO.1

October 14, 2004

Curtis & Rogers Design Studio, Inc.

TASK NO.	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	SR. ENGINEER / ARCHITECT	ENGINEER / ARCHITECT	STAFF ENGINEER	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST
Task 5.6.1	Request for Large Palms on North-South Street										
	Tree Disposition Plans	0	0	2	0	6	2	5	0	15	\$1,079
	Landscape Plans	0	0	2	0	6	2	5	0	15	\$1,079
	Update Encroachment Table	0	0	1	0	6	0	0	0	5	\$400
	Interdisciplinary Coordination	0	0	2	0	4	0	0	0	5	\$435
	Update Cost Estimate/Lakeoffs	0	0	2	0	3	0	0	0	5	\$579
	60% Submittal of the Re-Planning Effort / Comment Response	0	0	2	0	2	0	4	0	8	\$617
	Combine Document with Main ROW Project	0	0	2	0	4	0	2	0	5	\$363
	TOTAL HOURS	0	0	12	0	27	4	18	0	61	\$4,551
	TOTAL FEE ESTIMATE										
	Hourly Rates	\$151.55	\$125.42	\$107.65	\$90.93	\$73.16	\$76.30	\$54.35	\$41.81		
Task 5.6.2	Request for Royals on Median Only - Trouville Esplanade/ Recreiffours Median b/w Blairitz & 71st										
	Tree Disposition Plans	0	0	4	0	6	4	6	0	20	\$1,501
	Landscape Plans	0	0	4	0	6	4	6	0	20	\$1,501
	Irrigation Plan	0	0	2	0	8	0	0	0	10	\$801
	Update Encroachment Table	0	0	1	0	4	0	0	0	5	\$400
	Interdisciplinary Coordination	0	0	2	0	4	0	6	0	12	\$834
	Update Cost Estimate/Lakeoffs	0	0	2	0	2	0	4	0	8	\$579
	60% Submittal of the Re-Planning Effort / Comment Response	0	0	2	0	3	0	2	0	7	\$543
	Combine Document with Main ROW Project	0	0	1	0	2	0	2	0	5	\$341
	TOTAL HOURS	0	0	18	0	35	8	26	0	87	\$6,500
	TOTAL FEE ESTIMATE										
	Hourly Rates	\$151.55	\$125.42	\$107.65	\$90.93	\$73.16	\$76.30	\$54.35	\$41.81		
Task 5.6.3	Request for Pavers at Intersections										
	DM Sheets	0	0	0	0	0	0	0	0	0	\$0
	CPG&D Sheets	0	0	0	0	0	0	0	0	0	\$0
	Detail Sheet	0	0	0	0	0	0	0	0	0	\$0
	CPM Sheets	0	0	0	0	0	0	0	0	0	\$0
	Landscape Architecture	0	0	20	0	4	0	10	0	34	\$2,969
	Interdisciplinary Coordination	0	0	4	0	4	0	4	0	12	\$941
	Update Cost Estimate	0	0	1	0	2	0	4	0	7	\$471
	60% Submittal of the Re-Planning Design/Comment Response	0	0	4	0	0	0	0	0	4	\$431
	Combine Document with Main ROW Project	0	0	0	0	0	0	0	0	0	\$0
	TOTAL HOURS	0	0	29	0	10	0	18	0	57	\$4,832
	TOTAL FEE ESTIMATE										
	Hourly Rates	\$151.55	\$125.42	\$107.65	\$90.93	\$73.16	\$76.30	\$54.35	\$41.81		

City of Miami Beach

**Right of Way Infrastructure Program
Fee Schedule - Curtis & Rogers**

Neighborhood No. 4

REQUESTS BY RESIDENTS OF NORMANDY SUD POST CDRM NO.1

October 14, 2004

TASK NO.	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	SR. ENGINEER / ARCHITECT	ENGINEER / ARCHITECT	STAFF ENGINEER	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST
Task 5.6.4 Request for Up-lighting at N-S Street											
	E Sheets	0	0	0	0	0	0	0	0	0	\$0
	E Details	0	0	0	0	0	0	0	0	0	\$0
	Landscape Architecture	0	0	0	0	0	0	0	0	0	\$0
	Interdisciplinary Coordination	0	0	6	0	6	4	0	0	18	\$1,536
	Update Cost Estimate	0	0	4	0	0	0	0	0	10	\$870
	60% Submittal of the Re-Planning Effort / Comment Response	0	0	2	0	2	0	0	0	4	\$405
	Combine Document with Main ROW Project	0	0	2	0	2	0	0	0	4	\$362
	TOTAL HOURS	0	0	14	0	18	4	0	0	36	\$3,172
	TOTAL FEE ESTIMATE										
	Hourly Rates	\$151.55	\$125.42	\$107.65	\$80.93	\$73.16	\$76.30	\$54.35	\$41.81		
Task 5.6.5 Request for Maintaining Much of Vegetation - not Pure to BODR											
	Tree Disposition Plans	0	0	8	0	30	12	0	0	50	\$3,972
	Landscape Plans	0	0	8	0	30	12	0	0	50	\$3,972
	Planting Legend	0	0	2	0	4	0	4	0	10	\$725
	Update Encroachment Table	0	0	8	0	12	0	0	0	20	\$1,739
	Interdisciplinary Coordination	0	0	2	0	8	0	4	0	14	\$975
	Update Cost Estimate	0	0	4	0	2	0	6	0	12	\$903
	60% Submittal of the Re-Planning Effort/Comment Response	0	0	2	0	8	0	8	0	18	\$1,235
	Combine Document with Main ROW Project	0	0	2	0	2	0	2	0	6	\$470
	TOTAL HOURS	0	0	38	0	96	24	24	0	180	\$13,991
	TOTAL FEE ESTIMATE										
	Hourly Rates	\$151.55	\$125.42	\$107.65	\$80.93	\$73.16	\$76.30	\$54.35	\$41.81		
Curtis + Rogers Design Studio- Summary of Fees											
TASK NO.	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	SR. ENGINEER / ARCHITECT	ENGINEER / ARCHITECT	STAFF ENGINEER	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST
Task 5.6 Design Effort for Re-Planning Study											
Task 5.6.1	Large Palms on North-South Streets	0	0	5	0	16	4	10	0	35	\$2,557.51
Task 5.6.2	Organize Palms along Trouville	0	0	11	0	24	8	12	0	55	\$4,202.59
Task 5.6.3	Revised Paver Layouts	0	0	20	0	4	4	10	0	34	\$2,688.14
Task 5.6.4	Uplighting of Entrances	0	0	6	0	8	0	0	0	14	\$1,036.38
Task 5.6.5	Maintain a more "Eclectic" Landscaping Pattern	0	0	26	0	76	24	4	0	130	\$10,407.66
Task 5.6.6	Contract Administration and Coordination	0	0	14	0	25	0	14	0	53	\$4,053.94
Task 5.6.7	Updated Cost Estimate	0	0	11	0	10	0	18	0	39	\$2,937.11
Task 5.6.8	60% Submittal of the Re-Planning Effort Design	0	0	12	0	17	0	12	0	41	\$3,187.72
Task 5.6.9	Combine Document with Main ROW Project	0	0	4	0	6	0	6	0	16	\$1,173.92
	TOTAL HOURS - C&R	0	0	109	0	186	40	86	0	421	\$33,045.97
TOTAL FEE ESTIMATE											
	Hourly Rates	\$151.55	\$125.42	\$107.65	\$80.93	\$73.16	\$76.30	\$54.35	\$41.81		
C&R TOTAL FEE ESTIMATE - Tasks 5.6.1 through 5.6.9: \$33,046											

City of Miami Beach Right of Way Infrastructure Program Fee Schedule Neighborhood No. 4 REQUESTS BY RESIDENTS OF NORMANDY SUD POST CDRM NO.1 October 13, 2004											
Tetra Tech, Inc.											
TASK NO.	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	SR. ENGINEER / ARCHITECT	ENGINEER / ARCHITECT	STAFF ENGINEER	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST
Task 5.6	Design Effort for Re-Planning Study										
Task 5.6.1	Large Palms on North-South Streets	0	0	0	0	0	0	0	0	0	\$0.00
Task 5.6.2	Organize Palms along Trouville	0	0	0	0	0	0	0	0	0	\$0.00
Task 5.6.3	Revised Paver Layouts	0	4	14	32	0	34	112	0	186	\$13,588.94
Task 5.6.4	Up-lighting of Entrances	0	0	0	0	0	0	0	0	0	\$0.00
Task 5.6.5	Maintain a more "Eclectic" Landscaping Pattern	0	0	0	0	0	0	0	0	0	\$0.00
Task 5.6.6	Contract Administration and Coordination	0	8	8	0	0	0	0	0	16	\$1,864.56
Task 5.6.7	Updated Cost Estimate	0	2	4	2	0	0	0	0	8	\$963.30
Task 5.6.8	60% Submittal of the Re-Planning Effort Design	0	2	4	4	0	2	8	0	20	\$1,632.56
Task 5.6.9	Combine Document with Main ROW Project	0	2	4	4	0	2	8	0	20	\$1,632.56
	TOTAL HOURS - TT-WHS	0	18	34	42	0	38	128	0	260	\$19,593
TOTAL FEE ESTIMATE											
Hourly Rates		\$151.55	\$125.42	\$107.65	\$90.93	\$73.16	\$76.30	\$54.35	\$41.81		\$19,593

City of Miami Beach Right of Way Infrastructure Program Fee Schedule Neighborhood No. 4 REQUESTS BY RESIDENTS OF NORMANDY SUD POST CDRM NO.1 October 13, 2004											
TASK NO.	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	SR. ENGINEER / ARCHITECT	ENGINEER / ARCHITECT	STAFF ENGINEER	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST
Task 5.6	Design Effort for Re-Planning Study										
Task 5.6.1	Large Palms on North-South Streets	0	0	0	0	0	0	0	0	0	\$0.00
Task 5.6.2	Organize Palms along Trouville	0	0	0	0	0	0	0	0	0	\$0.00
Task 5.6.3	Revised Paver Layouts	0	0	0	0	0	0	0	0	0	\$0.00
Task 5.6.4	Uplighting of Entrances	0	0	2	8	24	2	20	0	56	\$3,938.18
Task 5.6.5	Maintain a more "Eclectic" Landscaping Pattern	0	0	0	0	0	0	0	0	0	\$0.00
Task 5.6.6	Contract Administration and Coordination	0	0	0	0	0	0	0	0	0	\$0.00
Task 5.6.7	Updated Cost Estimate	0	0	0	0	0	0	0	0	0	\$0.00
Task 5.6.8	60% Submittal of the Re-Planning Effort Design	0	0	0	0	0	0	8	0	8	\$434.80
Task 5.6.9	Combine Document with Main ROW Project	0	0	0	4	6	0	8	0	18	\$1,237.48
	TOTAL HOURS - CDM	0	0	2	12	30	2	36	0	82	\$5,610
	TOTAL FEE ESTIMATE	\$151.55	\$125.42	\$107.65	\$90.93	\$73.16	\$76.30	\$54.35	\$41.81		\$5,610
	Hourly Rates										

CITY OF MIAMI BEACH ROW INFRASTRUCTURE IMPROVEMENT PROGRAM
NEIGHBORHOOD 4: NORMANDY ISLES
DESIGN EFFORT FOR RE-PLANNING STUDY OF NORMANDY SUD
EXHIBIT 'C' - AFFECTED CONSTRUCTION DOCUMENTS SHEETS

TASK	SHEET NO.	SHEET NAME
5.6.1 - Large Palms on North-South Streets	LA 30 of 97 LA 32 of 97 LA 33 of 97 LA 75 of 97 LA 77 of 97 LA 78 of 97	Tree Disposition- Bordeaux Tree Disposition-Notre Dame Tree Disposition-Notre Dame Planting Plan- Bordeaux Planting Plan-Notre Dame Planting Plan-Notre Dame
5.6.2 - Organize Palms along Trouville (HOURS ASSUMED at task 5.6.3)	LA 17 of 97 LA 18 of 97 LA 62 of 97 LA 63 of 97 IR 18 of 50 G-9 of 10 DM17 of 44 CPG&D 17 of 44 CPM 17 of 44	Tree Disposition- Trouville Tree Disposition- Trouville Planting Plan- Trouville Planting Plan- Trouville Irrigation Plan- Trouville Sections Demo Plans (See Task 5.6.3) Civil Plans - Trouville - 71st Pavm Marking/Sign - Trouville - 71st
5.6.3- Revised Pavers Layouts	G-5 of 10 DM 6 of 44 DM 9 of 44 DM 10 of 44 DM 16 of 44 DM 17 of 44 DM 28 of 44 DM 29 of 44 DM 31 of 44 DM 32 of 44 CPG&D 6 of 44 CPG&D 9 of 44 CPG&D 10 of 44 CPG&D 16 of 44 CPG&D 17 of 44 CPG&D 28 of 44 CPG&D 29 of 44 CPG&D 31 of 44 CPG&D 32 of 44 CPM 6 of 44 CPM 9 of 44 CPM 10 of 44 CPM 16 of 44 CPM 17 of 44 CPM 28 of 44 CPM 29 of 44 CPM 31 of 44 CPM 32 of 44	Paver Details Demolition - Trouville-Bay Demolition - Bordeaux - Bay Demolition - Notre- Bay Demolition - Trouville - Biarritz Demolition - Trouville - 71st Demolition - Bordeaux - Biarritz Demolition - Bordeaux - 71st Demolition - Notre - Biarritz Demolition - Notre - 71st Civil Plans - Trouville - Bay Civil Plans - Bordeaux - Bay Civil Plans - Notre- Bay Civil Plans - Trouville - Biarritz Civil Plans - Trouville - 71st Civil Plans - Bordeaux - Biarritz Civil Plans - Bordeaux - 71st Civil Plans - Notre - Biarritz Civil Plans - Notre - 71st Pavm Marking/Sign - Trouville - Bay Pavm Marking/Sign - Bordeaux - Bay Pavm Marking/Sign - Notre- Bay Pavm Marking/Sign - Trouville - Biarritz Pavm Marking/Sign - Trouville - 71st Pavm Marking/Sign - Bordeaux - Biarritz Pavm Marking/Sign - Bordeaux - 71st Pavm Marking/Sign - Notre - Biarritz Pavm Marking/Sign - Notre - 71st

5.6.4- Uplighting of Entrances	E5 of 25 E8 of 25 E9 of 25 E20 of 25 E21 of 25 E22 of 25 E24 of 25	Lighting Plan - Trouville (partial) Lighting Plan- Bordeaux (partial) Lighting Plan - Notre Dame (partial) Lighting Plan - Trouville (partial) Lighting Plan- Bordeaux (partial) Lighting Plan - Notre Dame (partial) Electrical Details
5.6.5- Maintain more "Eclectic" Landscaping Pattern	LA 6 of 97 LA 7 of 97 LA 8 of 97 LA 9 of 97 LA 10 of 97 LA 11 of 97 LA 12 of 97 LA 39 of 97 LA 40 of 97 LA 41 of 97 LA 42 of 97 LA 43 of 97 LA 44 of 97 LA 45 of 97 LA 46 of 97 LA 51 of 97 LA 52 of 97 LA 53 of 97 LA 54 of 97 LA 55 of 97 LA 56 of 97 LA 57 of 97 LA 84 of 97 LA 85 of 97 LA 86 of 97 LA 87 of 97 LA 88 of 97 LA 89 of 97 LA 90 of 97	Tree Disposition - Bay Drive Tree Disposition - Bay Drive Tree Disposition - Bay Drive Tree Disposition - Bay Drive Tree Disposition - Bay Drive Tree Disposition - Bay Drive Tree Disposition - Bay Drive Tree Disposition - Biarritz Tree Disposition - Biarritz Tree Disposition - Biarritz Tree Disposition - Biarritz Tree Disposition - Biarritz Tree Disposition - Biarritz Tree Disposition - Biarritz Planting Legend Planting Plan - Bay Drive Planting Plan - Bay Drive Planting Plan - Bay Drive Planting Plan - Bay Drive Planting Plan - Bay Drive Planting Plan - Bay Drive Planting Plan - Bay Drive Planting Plan - Biarritz Planting Plan - Biarritz Planting Plan - Biarritz Planting Plan - Biarritz Planting Plan - Biarritz Planting Plan - Biarritz Planting Plan - Biarritz Planting Plan - Biarritz
TOTAL SHEETS AFFECTED BY REDESIGN		75

Exhibit "D"
City of Miami Beach
Right of Way Infrastructure Program
Neighborhood No. 4

Item 1 Re-Planning Study Construction Improvements

	Absolute Value of Construction Changes = additions + credits
Large Palms on North-South Streets	\$ 54,770
Trouville Esplanade Palms	\$ 64,580
Revised Paver Layout	\$ 247,865
Palm Uplighting	\$ 90,550
Eclectic Design for East-West Streets	\$ 47,224
Total Absolute Value of Changes	\$ 504,989
Design Fee for Changes	\$ 58,220
Re-design Cost/Absolute Value of Changes (%)	11.5%

Item 2 Affected Construction Document Sheets

	Approximate Number of Affected Drawings
Tetra Tech (G, CPG&D, CPM, and DM)	26
Curtis & Rogers (LA and IR)	40
CDM (E)	7
Total Affected Drawings	73
Re-design Cost per Affected Sheet	\$ 797.53

Item 3 Re-design Hours

	Approximate Number of Design Hours
Tetra Tech (G, CPG&D, CPM, and DM)	260
Curtis & Rogers (LA and IR)	421
CDM (E)	82
Total Affected Drawings	763
Re-design Hours per Affected Sheet	10.45

Item 4 Dollars Reallocated Due to Re-Planning Study

	Net Changes in Project Cost = additions - credits
Large Palms on North-South Streets	\$ 44,080
Trouville Esplanade Palms	\$ (52,506)
Revised Paver Layout	\$ 39,881
Palm Uplighting	\$ 90,550
Eclectic Design for East-West Streets	\$ (47,224)
Subtotal for Construction	\$ 74,781
Design Fee for Changes	\$ 58,220
Total Net Changes in Project Cost	\$ 133,001

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution setting a Public Hearing on December 8, 2004, pursuant to the requirements of Section 82-37 of the Miami Beach City Code, to hear public comment regarding the Lease of approximately 190 square feet of City-owned property, located at 1100 Washington Avenue, Miami Beach, Florida, for a thirty-five (35) month term, commencing on November 1, 2004, and ending on September 30, 2007; further consenting to the negotiated terms presented herein, subject to a Lease Agreement in a form acceptable to the City Attorney and compliance with the Requirements of Section 82-36 through 82-39 of the Miami Beach City Code; which provides for waiver by 5/7ths vote.

Issue:

Should the Mayor and City Commission set a Public Hearing on December 8, 2004, to hear public comment regarding the Lease of approximately 190 square feet of City-owned property, located at 1100 Washington Avenue, Miami Beach, Florida, for a thirty-five (35) month term, commencing on November 1, 2004, and ending on September 30, 2007; further consenting to the negotiated terms presented herein, subject to a Lease Agreement in a form acceptable to the City Attorney and compliance with the Requirements of Section 82-36 through 82-39 of the Miami Beach City Code?

Item Summary/Recommendation:

The Administration recommends that the Mayor and City Commission adopt the attached Resolution and indicating its approval of the terms and conditions of the proposed Lease Agreement, and setting the required public hearing on December 8, 2004.

Advisory Board Recommendation:

N/A

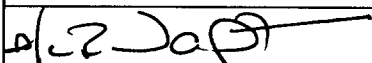
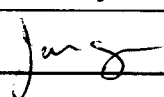
Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 50px; margin: 0 auto;"></div> Finance Dept.	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Raymond Martinez

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

T:\AGENDA\2004\Nov1004\Regular\Police Federal Credit Union Lease.SUM.DOC

AGENDA ITEM C7D
DATE 11-10-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: November 10, 2004

From: Jorge M. Gonzalez
City Manager

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING ON DECEMBER 8, 2004, PURSUANT TO THE REQUIREMENTS OF SECTION 82-37 OF THE MIAMI BEACH CITY CODE, TO HEAR PUBLIC COMMENT REGARDING THE LEASE BETWEEN THE MIAMI POLICE FEDERAL CREDIT UNION AND THE CITY OF MIAMI BEACH, OF APPROXIMATELY 190 SQUARE FEET OF CITY-OWNED PROPERTY, LOCATED AT 1100 WASHINGTON AVENUE, MIAMI BEACH, FLORIDA, FOR AN INITIAL THIRTY FIVE (35) MONTH TERM, COMMENCING ON NOVEMBER 1, 2004, AND ENDING ON SEPTEMBER 30, 2007; FURTHER CONSENTING TO THE NEGOTIATED TERMS PRESENTED HEREIN, SUBJECT TO A LEASE AGREEMENT IN A FORM ACCEPTABLE TO THE CITY ATTORNEY AND COMPLIANCE WITH THE REQUIREMENTS OF SECTION 82-36 THROUGH 82-39 OF THE MIAMI BEACH CITY CODE; FURTHER WAIVING BY 5/7THS VOTE THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

In May 2003, the Miami Police Federal Credit Union began serving employees of the City of Miami Beach Police Department. In August 2003, the Credit Union augmented its services with an on-site ATM machine located in the 1st floor public lobby area of the Miami Beach Police Department. There is no charge for use of the ATM as a member, however non-members are assessed a transaction fee, for which the City collects \$1.5/per transaction.

Due to the expanding relationship with the Miami Beach Police Department employees, servicing over 500 employees, the parties have discussed establishment of an office on premises to further enhance the services provided.

To that end, the Miami Police Federal Credit Union has agreed to pay market rent for an area not to exceed 190 sf adjacent to the ATM location.

The lease terms and conditions would be subject to:

- City Commission approval,
- lease agreement in a form acceptable to the City Attorney, and
- compliance with the applicable requirements of the "Shapiro Ordinance" (to be presented on December 8, 2004 on a retroactive approval basis)

The City and the Miami Police Federal Credit Union have negotiated the conditions of a short-term Lease Agreement substantially in accordance with the following terms:

<u>Demised Premises:</u>	1 st Floor Public Lobby area of the City of Miami Beach Police Department at 1100 Washington Avenue, Miami Beach, Florida 33139, encompassing 190 +/- square feet
<u>Term:</u>	35 months, commencing on November 1, 2004, and ending on September 30, 2007, for an additional three (3) year term
<u>Option to Renew:</u>	Option to renew, at City's sole discretion, for an additional three (3) year term
<u>Use:</u>	To serve the employees and members of the Miami Beach Police Department
<u>Total Rent:</u>	\$2,850.00 yearly, \$15.00 per square foot (PSF) gross
<u>Sales/Use Tax:</u>	Tenant shall also be responsible for all applicable sales and use tax
<u>Parking:</u>	Tenant may request, from the City's Parking Department, the use of parking spaces, if available, at Municipal Parking Garage. Rates for said spaces are subject to change, and are currently \$60.00 per month, plus applicable sales and use tax per space.

Accommodating the Miami Police Federal Credit Union is deemed to be in the City's best interest and will facilitate servicing the employees and members of the Miami Beach Police Department, situated in the same building.

The proposed lease is subject to the requirements of the Shapiro Ordinance. However, since the City has already established the ATM location on site, it is recommended that the Mayor and City Commission consent to the terms as presented herein and the Lease Agreement, in compliance with the Shapiro Ordinance requirements, will be presented on December 8, 2004 for final approval.

Section 82-36 through 82-39 (a/k/a Shapiro Ordinance) of the Miami Beach City Code, governing the sale/lease of public property, provides that the lease of any City-owned property for a period of five years or less, including option periods, requires the following:

- a competitive public bidding process
- a Planning Department analysis
- an independent appraisal to determine the value of the leasehold interest
- a public hearing to obtain citizen input

The competitive bidding and appraisal requirements may be waived by a 5/7ths vote of the City Commission if deemed in the best interest of the City.

The proposed Lease Agreement is for a term of thirty-five (35) months. Any option to renew shall be at the City's sole discretion. A copy of the planning analysis will be provided on December 8, 2004.

Based on the foregoing, the Administration recommends that the Mayor and City Commission adopt the attached Resolution and indicating its approval of the terms and conditions of the proposed Lease Agreement, and setting the required public hearing on November 10, 2004.

JMG\CMC\var  11/27/04
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RESOLUTION TO BE SUBMITTED

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution supporting an initiative by the Miami Beach Chamber of Commerce (MBCC), working in collaboration with the American Institute of Architects (AIA), to undertake a design competition for replacement ocean lifeguard towers for the City of Miami Beach.

Issue:

Shall the City support the MBCC/AIA proposal for a design competition for replacement ocean lifeguard towers for the City of Miami Beach?


Item Summary/Recommendation:

At the September 29, 2004 meeting of the Neighborhood/Community Affairs Committee, a referred item by Vice-Mayor Steinberg relative to a MBCC proposal to assist the City with design of replacement lifeguard towers was heard and forwarded to the City Commission for review and endorsement. The MBCC has proposed that it initiate a design competition for replacement ocean lifeguard towers. MBCC will sponsor and support an effort by the American Institute of Architects (AIA) that will include chamber members to create a range of designs for replacement lifeguard towers on the City's beaches. The initiative is at no cost to the City. The design competition is similar to previous approaches to design for the guard towers. Approval of the proposal is recommended.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Robert C. Middaugh, Assistant City Manager

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM C7E
DATE 11-10-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: November 10, 2004

From: Jorge M. Gonzalez
City Manager

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SUPPORTING AN INITIATIVE BY THE MIAMI BEACH CHAMBER OF COMMERCE (MBCC), WORKING IN COLLABORATION WITH THE AMERICAN INSTITUTE OF ARCHITECTS (AIA), TO UNDERTAKE A DESIGN COMPETITION FOR REPLACEMENT OCEAN LIFEGUARD TOWERS FOR THE CITY OF MIAMI BEACH.

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

ANALYSIS

At the Wednesday, September 29, 2004 meeting of the Neighborhood/Community Affairs Committee, an item referred by Vice-Mayor Steinberg relative to a Miami Beach Chamber of Commerce (MBCC) proposal to assist the City with design of replacement lifeguard towers was heard by the Committee. The Committee voted to have the concept presented to the full City Commission review and endorsement.

The MBCC has proposed that it initiate a design competition for replacement ocean lifeguard towers. The MBCC originally proposed to use donated services from its members or others solicited from within the community to create a range of designs for replacement lifeguard towers on the City's beaches. Subsequent to the committee meeting, the Chamber learned of a similar effort being undertaken by the American Institute of Architects (AIA) to design guard towers. The Chamber has agreed to work collaboratively with AIA and sponsor their effort to design guard towers. In addition to drawing upon local architectural talent and skills, the MBCC/AIA anticipates the possibility of students being engaged to assist in the competition and design completion.

At the conclusion of the design competition, the actual design plans, as well as a model of each respective facility, will be presented to the City. As an extension of the design competition, the MBCC anticipates that there may be opportunities to assist with raising funds to actually build or place the designed structures on City beaches without stressing City resources.

During discussion on the item, the incoming President of the MBCC, Mr. Alan Randolph made it clear that the intention of the MBCC was to be of assistance to the City of Miami Beach through the design competition proposal. The MBCC represented that they had no interests in the project other than attempting to be helpful on a very visible and well used venue in the City of Miami Beach.

The offer made by the Chamber of Commerce is similar to that used in the past to design the guard towers. After Hurricane Andrew, virtually all of the lifeguard stands on the beach were destroyed and in an effort to get the Beach back up and running, Property Management designed and built regular box stands as fast as possible. During this rapid build out, the City was approached by John Lasiter, who at the time was the captain of the lifeguards, and Bill Lane, who was a local architect about doing something completely different to the lifeguard stands in the South Beach area. John Lasiter and Brad Judd went to the South Florida Arts Center on Lincoln Road to see if we could get some ideas from local artists on designs for the stands.

Many local artists produced renderings of lifeguard stands that were displayed at the Art Center on Lincoln Road for public review, consideration, and comments. After reviewing all of the submissions most of the designs were either way over the top or could not be viable or usable for the intended purpose of a lifeguard stand. With no viable designs, it was decided to go back to the original sketches that were also displayed at the Arts Center produced by Bill Lane. Property Management engineered construction plans to begin the construction of the first art deco stand, the round "Jetson Stand" that is at 10th Street and the Beach.

During the process of constructing stands with names such as "The Duck", "The Wave" and the "Mayan Radio" that were all part of the original sketches made by Bill Lane with engineered construction documents produced by Property Management, the City was also approached by a former Commissioner that had a concept worked out for a design to be made by Antonio Miralda, a famous Spanish artist, with partial funding for the stand to come from the Merlin Hotel on South Beach. This collaboration produced the Giant Bed stand or what was named "My Sweet Home" by the artist.

As the artist driven approach was not producing reliable design due to their lack of knowledge of architecture and engineering, Florida State University's School of Architecture was approached to help. The school of architecture thought this was a wonderful project that involved unique design within specific specifications and within specific costs. The Dean of Architecture like the idea so much he decided to make this a class project of the senior architectural class at the State University in Gainesville. He asked only if the City could put a design award up for the student that produced the best design. The City offered a total prize of \$1,000 for the winning design with \$500 going to the school and \$500 going to the student. The senior architectural students were paired to provide for 32 teams to design and produce scale models of lifeguard stands. At the completion of the class project, the 32 models were trucked down and set up at the 10th Street Auditorium where we had set up a panel of judges to review and judge the submissions. The models were fantastic and the students were able to speak on how they came up with their ideas and designs. A winner was selected. The entire process was good for the school and provided valuable information for ideas.

The MBCC/AIA would like to know that the City is receptive and supportive of their proposal and has requested that the Mayor and City Commission formally endorse the project so that they may proceed in cooperation with the City.

JMG\RCM\sam

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SUPPORTING AN INITIATIVE BY THE MIAMI BEACH CHAMBER OF COMMERCE (MBCC), WORKING IN COLLABORATION WITH THE AMERICAN INSTITUTE OF ARCHITECTS (AIA), TO UNDERTAKE A DESIGN COMPETITION FOR REPLACEMENT OCEAN LIFEGUARD TOWERS FOR THE CITY OF MIAMI BEACH.

WHEREAS, the Miami Beach Chamber of Commerce (MBCC), working in collaboration with the American Institute of Architects (AIA), has offered to sponsor a design competition for replacement ocean lifeguard towers in the City of Miami Beach; and

WHEREAS, the MBCC's offer is intended to be at no cost and/or liability to the City and ultimately to benefit the public through the provision of well designed and routinely replaced ocean lifeguard towers; and

WHEREAS, the MBCC has asked that the Mayor and City Commission support its proposal to undertake a design competition for replacement of ocean lifeguard towers.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby support the Miami Chamber of Commerce (MBCC) initiative, working in collaboration with the American Institute of Architects (AIA), initiative to undertake a design competition for replacement ocean lifeguard towers for the City of Miami Beach.

PASSED and ADOPTED this ____ day of _____, 2004.

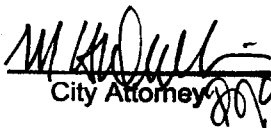
Mayor

ATTEST:

City Clerk

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 11-1-04

City Attorney Date

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

Redevelopment Agency
General Counsel

Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution authorizing the Mayor and City Clerk to execute three lease agreements between the City and the following not-for-profit cultural entities: 1) Arts and Business Council of Miami, Inc., for the use of approximately 280 square feet of office space; 2) Children's Cultural Coalition of Dade County, Inc., for the use of approximately 280 square feet of office space; and 3) Florida Dance Association, Inc., for the use of approximately 280 square feet of office space; all in suite 402 of the City-owned building, located at 1701 Meridian Avenue, each lease agreement for a term of three hundred sixty four (364) days, commencing on February 1, 2005, and ending on January 30, 2006.

Issue:

Shall the Mayor and City Commission approve the three lease agreements?

Item Summary/Recommendation:

The Arts and Business Council, Children's Cultural Coalition, and Florida Dance Association have each requested to enter into new lease agreements at 1701 Meridian Avenue, where they had been relocated due to the Byron Carlyle Theater rehabilitation. The Cultural Arts Council (CAC) has proposed a cultural art organization incubator program that would provide for a process by which organizations could request assistance, including subsidized office and/or performance space, through recommendations from the CAC. In light of the pending implementation of said incubator program, and in keeping with the spirit of the original understanding of the parties, the respective agreements with the Lessee organizations are recommended for approval at their current location (1701 Meridian Avenue), thus affording the organizations a 1 year period to identify alternative permanent office space and/or apply for eligibility thru the incubator program. The terms and conditions of the Lease Agreements include; 1) Term: Each has a term of 364 days (February 1, 2005 through January 30, 2006); 2) Termination for convenience: Each is terminable by either party with 60 day prior written notice; 3) Rent: The Lessee organizations will continue to pay the City a share of the building's operating expenses (including common area maintenance, real estate taxes, and insurance), which will offset costs incurred by the City; 4) Demised Premises: Suite 402, totaling 840 +/- square feet of office space, will continue to be shared by the three organizations (each using 280 +/- sq.ft.).

The Administration recommends the approval of the three lease agreements.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

Finance Dept.

City Clerk's Office Legislative Tracking:

Jose Damien

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM C7F
DATE 11-10-04

CITY OF MIAMI BEACH


CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: November 10, 2004

From: Jorge M. Gonzalez
City Manager 

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THREE LEASE AGREEMENTS BETWEEN THE CITY OF MIAMI BEACH AND THE FOLLOWING NOT-FOR-PROFIT CULTURAL ENTITIES: 1) ARTS AND BUSINESS COUNCIL OF MIAMI, INC., FOR THE USE OF APPROXIMATELY 280 SQUARE FEET OF OFFICE SPACE; 2) CHILDREN'S CULTURAL COALITION OF DADE COUNTY, INC., FOR THE USE OF APPROXIMATELY 280 SQUARE FEET OF OFFICE SPACE; AND 3) FLORIDA DANCE ASSOCIATION, INC., FOR THE USE OF APPROXIMATELY 280 SQUARE FEET OF OFFICE SPACE; ALL IN SUITE 402 OF THE CITY-OWNED BUILDING, LOCATED AT 1701 MERIDIAN AVENUE, MIAMI BEACH, FLORIDA; EACH LEASE AGREEMENT FOR A TERM OF THREE HUNDRED SIXTY FOUR (364) DAYS, COMMENCING ON FEBRUARY 1, 2005, AND ENDING ON JANUARY 30, 2006**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On October 17, 2001, the Mayor and City Commission adopted Resolution No. 2001-24630, approving Lease Agreements with the following not-for-profit cultural entities: Arts and Business Council of Miami, Inc. (ABC); Children's Cultural Coalition of Dade County, Inc. (CCC); and Florida Dance Association, Inc. (FDA), at the City-owned Byron Carlyle Theatre, located at 500 71st Street, Miami Beach, Florida. Each of the Lease Agreements was for a term of 364 days, commencing on February 1, 2002, and ending on January 30, 2003.

On January 8, 2003, the Mayor and City Commission adopted Resolution No. 2003-25106 approving Lease Agreements with ABC, CCC, and FDA at the City-owned Byron Carlyle Theatre, located at 500 71st Street, Miami Beach, Florida. Each of the Lease Agreements was for a term of two years, commencing on February 1, 2003, and ending on January 30, 2005.

In the first quarter of 2003, prior to the commencement of the renovations to the Byron Carlyle Theater, the ABC, CCC, and FDA were relocated to Suite 402 of the City-owned building located at 1701 Meridian Avenue.

Recently, the City of Miami Beach Cultural Arts Council (CAC) recommended initiating a cultural arts incubator program that would provide subsidized office space to new arts organizations through an application and panel review process functioning similar to the cultural grants program. As such, and in accordance with said panel review process, the CAC will be providing the City with its recommendations as to future tenants for the Byron Carlyle Theater. Therefore, ABC, CCC and FDA will not be returning, where previously located, to the Byron Carlyle Theater.

The Arts and Business Council of Miami, Inc., Children's Cultural Coalition of Dade County, Inc. and Florida Dance Association, Inc. have each requested to enter into new lease agreements. Pending implementation of the above noted cultural arts incubator process and in keeping with the spirit of the original understanding of the parties, the Administration is prepared to recommend the approval of new lease agreements for the three cultural organizations, at their current location (1701 Meridian Avenue), thus affording the organizations a one (1) year period to identify alternative permanent office space and/or apply for eligibility thru the incubator process.

The Lease Agreements, as attached hereto, include the following terms and conditions:

Term: Each Lease Agreement has a term of three hundred sixty four (364) days, commencing on February 1, 2005, and ending on January 30, 2006, at their current location (1701 Meridian Avenue, Suite 420)

Termination for convenience: Terminable by either party with sixty (60) day prior written notice

Rent: The respective lessee organizations will continue to pay the City a share of the building's operating expenses, which will offset costs incurred by the City, including common area maintenance, real estate taxes, and insurance.

Demised Premises: Use of Suite 402, totaling approximately 840 square feet of office space, shared between the three lessee organizations (each using approximately 280 square feet)

Therefore, the Administration recommends that the Mayor and City Commission, authorize the Mayor and City Clerk to execute three (3) lease agreements between the City of Miami Beach and the following not-for-profit cultural entities: 1) Arts and Business Council of Miami, Inc., for the use of approximately 280 square feet of office space; 2) Children's Cultural Coalition of Dade County, Inc., for the use of approximately 280 square feet of office space, and 3) Florida Dance Association, Inc., for the use of approximately 280 square feet of office space; all in Suite 402 of the City-owned building, located at 1701 Meridian Avenue, Miami Beach, Florida; each lease agreement for a term of three hundred sixty four (364) days, commencing on February 1, 2005, and ending on January 30, 2006.


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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THREE LEASE AGREEMENTS BETWEEN THE CITY OF MIAMI BEACH AND THE FOLLOWING NOT-FOR-PROFIT CULTURAL ENTITIES: 1) ARTS AND BUSINESS COUNCIL OF MIAMI, INC., FOR THE USE OF APPROXIMATELY 280 SQUARE FEET OF OFFICE SPACE; 2) CHILDREN'S CULTURAL COALITION OF DADE COUNTY, INC., FOR THE USE OF APPROXIMATELY 280 SQUARE FEET OF OFFICE SPACE; AND 3) FLORIDA DANCE ASSOCIATION, INC., FOR THE USE OF APPROXIMATELY 280 SQUARE FEET OF OFFICE SPACE; ALL IN SUITE 402 OF THE CITY-OWNED BUILDING, LOCATED AT 1701 MERIDIAN AVENUE, MIAMI BEACH, FLORIDA; EACH LEASE AGREEMENT FOR A TERM OF THREE HUNDRED SIXTY FOUR (364) DAYS, COMMENCING ON FEBRUARY 1, 2005, AND ENDING ON JANUARY 30, 2006

WHEREAS, on October 17, 2001, the Mayor and City Commission adopted Resolution No. 2001-24630, approving Lease Agreements with the following not-for-profit cultural entities: Arts and Business Council of Miami, Inc.; Children's Cultural Coalition of Dade County, Inc.; and Florida Dance Association, Inc., at the City-owned Byron Carlyle Theatre, located at 500 71st Street, Miami Beach, Florida; and

WHEREAS, each of the Lease Agreements was for a term of 364 days, commencing on February 1, 2002, and ending on January 30, 2003; and

WHEREAS, on January 8, 2003, the Mayor and City Commission adopted Resolution No. 2003-25106 approving Lease Agreements with Arts and Business Council of Miami, Inc.; Children's Cultural Coalition of Dade County, Inc.; and Florida Dance Association, Inc., at the City-owned Byron Carlyle Theatre, located at 500 71st Street, Miami Beach, Florida; and

WHEREAS, each of the Lease Agreements was for a term of two years, commencing on February 1, 2003, and ending on January 30, 2005; and

WHEREAS, during the renovation of the Byron Carlyle Theater, the Arts and Business Council of Miami, Inc.; Children's Cultural Coalition of Dade County, Inc.; and Florida Dance Association, Inc., were relocated to Suite 402 of the City-owned building located at 1701 Meridian Avenue; and

WHEREAS, the City of Miami Beach Cultural Arts Council has recommended initiating a cultural arts incubator program that provides subsidized office space to new arts

organizations through an application and panel review process functioning similar to the cultural grants program and will be recommending future tenants for the Byron Carlyle Theater; and

WHEREAS, Arts and Business Council of Miami, Inc.; Children's Cultural Coalition of Dade County, Inc. and Florida Dance Association, Inc. have each requested to enter into new lease agreements for a term of 364 days, commencing on February 1, 2005, and ending on January 31, 2006, pending the implementation of the above noted incubator process; and

WHEREAS, the Administration has determined that leasing office space to the Arts and Business Council of Miami, Inc.; Children's Cultural Coalition of Dade County, Inc. and Florida Dance Association, Inc. would lend continued support to the cultural arts community and be in the best interest of the City of Miami Beach.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission of the City of Miami Beach, Florida, authorize the Mayor and City Clerk to execute three (3) lease agreements between the City of Miami Beach and the following not-for-profit cultural entities: 1) Arts and Business Council of Miami, Inc., for the use of approximately 280 square feet of office space; 2) Children's Cultural Coalition of Dade County, Inc., for the use of approximately 280 square feet of office space, and 3) Florida Dance Association, Inc., for the use of approximately 280 square feet of office space; all in Suite 402 of the City-owned building, located at 1701 Meridian Avenue, Miami Beach, Florida; each lease agreement for a term of three hundred sixty four (364) days, commencing on February 1, 2005, and ending on January 30, 2006.

PASSED and ADOPTED this _____ day of November 2004.

ATTEST:

CITY CLERK

MAYOR

JMG\CMC\JD\lr

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney



Date

LEASE AGREEMENT

THIS LEASE, executed this _____ day of _____, 2004, between the **City of Miami Beach**, a Florida municipal corporation (Lessor), and the **Arts and Business Council of Miami, Inc.**, a Florida not-for-profit corporation (Lessee).

WITNESSETH:

The Lessor, for and in consideration of the rent herein reserved to be paid by the Lessee, and in consideration of the covenants herein to be kept and performed by the Lessee, does hereby lease and demise unto the Lessee the following described premises (the Premises) situated in the City of Miami Beach, County of Dade, State of Florida:

Approximately one third ($\frac{1}{3}$) of eight hundred forty (840) square feet of administrative office space, as more specifically delineated in Exhibit A, attached hereto and incorporated herein, located on the fourth floor (Suite 402) of the building located at 1701 Meridian Avenue, Miami Beach, Florida.

TO HAVE AND TO HOLD the Premises unto the Lessee, for a term of three hundred sixty four (364) days beginning on the **1st day of February, 2005**, and ending on the **30th day of January, 2006**, the Lessee yielding and paying to the Lessor the rental sum of **One Dollar 00/100 (\$1.00)** per year, for the Lease term, as agreed to by the parties hereto, payable upon execution of this Agreement.

Lessee agrees to pay to Lessor as "minimum rent," without notice or demand, the sum set forth above, as stipulated above, at the Commencement Date of the Lease Year during the term thereof.

Lessee shall also pay as "additional rent", all sales, real estate, use or excise tax(es) imposed, levied or assessed against the Premises or any other charge or payment required here by any governmental authority having jurisdiction there over, even though the taxing statute or ordinance may purport to impose such tax against Lessor. The payment of sales tax shall be made by Lessee concurrently with payment of the minimum rent. Lessee agrees that it will pay its Proportionate Share of real estate taxes, if applicable, assessed against the Premises and its Proportionate Share of Operating Expenses in the Premises, as set forth and defined in Paragraph 2 of this Agreement. Lessee's Proportionate Share of real estate taxes will be paid upon demand accompanied by a copy of the paid tax bill. Lessee's Proportionate Share of Operating Expenses as set forth in Paragraph 2 of this Agreement, will be paid monthly (or as otherwise determined by Lessor). As used herein, Lessee's "Proportionate Share" means a fraction, the numerator of which is the square footage of the Premises and the denominator of which is the square footage of all of the rentable area in the building of which the Premises is a part, including the square footage of the Premises.

Lessee shall be required to pay Lessor interest at the highest rate permitted by law on any rents or other payments due Lessor hereunder that remain unpaid after its due date; and, to the extent any payment of rent or other charge remains unpaid for a period of ten (10) days after its due date, in addition to any other remedies, Lessee shall pay to Lessor a late charge of fifty (\$50.00) dollars to cover Lessor's additional administrative expenses.

The Lessee agrees to keep, conform to and abide by each of the following covenants which are hereby made conditions of this Lease:

1. To pay the minimum and additional rents set forth herein in advance, at the times and in the manner aforesaid, and should the rents herein provided at any time remain unpaid after same shall become due, the Lessor shall have such remedies as may be granted pursuant to the laws of the State of Florida. All rent payments shall be made to the Lessor at the following address: City of Miami Beach Finance Department, c/o Revenue Supervisor, 1700 Convention Center Drive, Third Floor, Miami Beach, Florida, 33139, or at such other place as the Lessor may, from time to time, designate in writing.

2. "Operating Expenses" shall include all costs associated with the maintenance and operation of the Premises, including utilities and Common Area Maintenance (CAM). Utilities and CAM shall include, but are not limited to, electricity, water, gas and garbage disposal. Effective **February 1, 2005**, and for the remaining term of this Lease, or any extension thereof, Lessor and Lessee agree that the Lessee's negotiated contribution to the Operating Expenses, as defined above, shall be **One Hundred Dollars (\$100.00) per month**, and shall be due and payable by the Lessee, without notice or demand, the monthly sum set forth above, in advance, on or before the first day of each and every successive calendar month during the term hereof. CAM costs shall be adjusted annually to reflect the actual prorated share of the Operating Expenses in the event that costs associated with the maintenance and operation of the Premises increases. Operating Expenses for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month.

3. The Lessee accepts the Premises in their present "as is" condition, and is responsible for all interior modifications and maintenance, including entrance doors, windows, and screens. Lessee must first obtain Lessor's written approval for any alteration, additions and/or improvements to the Premises and then must pay for such modifications, which shall become Lessor's permanent improvements upon completion. Detailed plans for leasehold improvements shall be submitted to Lessor within thirty (30) days following execution of this Agreement by the parties hereto. The Lessee shall have the right to use any equipment, furnishing and fixtures left by Lessor on the Premises. Lessor represents that such equipment, furnishing and fixtures, are to be used in their "as is" condition, and that Lessee is solely responsible for maintaining same, at its sole cost and expense, throughout the duration of this Agreement. In the event any of the aforesaid items are lost, stolen or damaged, they shall be replaced or repaired at the sole cost and expense of Lessee, ordinary wear and tear excepted. Upon expiration of this Agreement, Lessee shall quietly and peacefully redeliver said equipment, furnishings and fixtures to Lessor. At its option, Lessor may take inventory of the Premises, including all improvements, equipment,

furnishings, and fixtures at any time prior to the commencement of, or during the term of, this Lease.

4. Lessee agrees that any noise disturbance, inconvenience, disruption, failure of any facilities, the shutting off of light or access to the Premises, or any other nuisance or nuisances, caused by or due to any repairs, alterations, improvements, additions or construction by the Lessor, its agents, servants or employees to any part or portion of the building and for parking areas wherein the Premises are located, shall not be deemed or construed as a breach or violation of the peaceful possession of the Premises on the part of the Lessee. It is specifically further agreed that any such conditions shall not give rise to any abatement, rebate or diminution of the rent reserved herein, nor to any liability or responsibility by reason thereof on the part of the Lessee. However, if such conditions were of such a nature that the Lessee was unable to use the Premises as provided herein, the proportionate share of Operating Expenses, as described in Paragraph 3 above, shall be prorated to include a credit for the period of time that the Premises were not tenable. In the event that the Premises becomes untenable, the City must be advised immediately, in writing, with regards to same.

5. It is understood that any property left on the Premises at the expiration of the Lease, shall be considered abandoned and shall become and be deemed the property of the Lessor.

6. Notwithstanding Paragraph 3 herein, at Lessor's discretion, any and all alterations or additions made by the Lessee to or in the Premises, not approved by the Lessor, shall at the request of the Lessor, at the expiration of the term of this Lease or sooner termination thereof, be removed by the Lessee at its cost and expense and Lessee further hereby agrees in such event, to restore the Premises to their original condition as of the date of this Lease.

7. Lessee shall not assign Lessee's interest in this Lease, nor underlet the whole or any part of the Premises, nor use the same for any purpose other than for use as an administrative office for the **Arts and Business Council of Miami, Inc.** without first obtaining the written consent to such assignment or underletting, or to such change of purpose for the use of the Premises, from the Lessor, which consent shall be given, if at all, at Lessor's sole discretion. Lessee further covenants that the Premises will not be used for any purpose that will invalidate any policies of insurance now or hereafter written on the building on which the Premises are located, or will increase the rate of premium thereof.

8. Lessee shall use the Premises in accordance with all laws and ordinances now or hereinafter applicable; also to exercise all reasonable care in the use of halls, stairs, corridors, restrooms, and other fixtures and parts of the Premises used in common with other tenants in said building which may be necessary for the preservation of the Premises and comfort of the other tenants.

9. Lessee shall not permit or suffer any noise, disturbance or nuisance whatsoever on the Premises detrimental to same or annoying to the neighbors, and the Lessee acknowledges that the Premises have been received in thoroughly good order,

tenantable condition and repair, of which the execution of this Lease, and taking possession hereunder, shall be conclusive evidence. Lessee further acknowledges that no representations as to the condition of the Premises have been made by the Lessor, or the Lessor's agent, and that no obligation as to the repairing, adding to, or improving the Premises has been assumed by the Lessor, and that no oral arrangements have been entered into in consideration of making this Lease, and that this Lease contains a full statement of the obligation of both parties hereto.

10. Lessee agrees to keep the interior of the Premises in good condition during the continuation of the term herein demised, and every part thereof, including the plumbing, doors and windows, and will keep the same in good, sound, clean condition and repair, ordinary wear and tear, fire, hurricane or other act of God alone excepted, and will not suffer or permit any strip or waste of the Premises.

11. Lessee shall permit the Lessor, or the Lessor's agent, at any reasonable time, to enter and inspect the Premises, and make repairs, if in the Lessor's sole judgment, the Lessor should elect to do so.

12. If the Lessee shall not pay the rents herein reserved at the time and in the manner stated, or shall fail to keep and perform any other condition, stipulation or agreement herein contained, on the part of the Lessee to be kept and performed, or if the Lessee shall suffer to be filed against the Lessee and involuntary petition in bankruptcy or shall be adjudged a voluntary or involuntary bankrupt or make an assignment for the benefit of creditors, or should there be appointed a Receiver to take charge of the Premises either in the State or Federal courts, or if the Lessee shall vacate or abandon the Premises prior to the end of the term hereof, then, in any such events, the Lessor may, at the Lessor's option and sole discretion, immediately terminate and end this Lease and re-enter upon the Premises, whereupon the term hereby granted, and at the Lessor's option, all of the Lessee's right, title and interest in this Lease shall end. The exercise of any options herein contained shall not be deemed to be exclusive and the Lessor shall at all times in the event of the Lessee's default hereunder, have such remedies as may be provided by the laws of the State of Florida.

13. Notwithstanding Paragraph 12 above, this Lease Agreement may be terminated without cause and for convenience of either party at any time during the term specified, upon furnishing sixty (60) days written notice to the other party.

14. If the Lessee shall abandon or vacate the Premises when the same is open for business and shall cease doing business in the Premises, then, at the option of the Lessor, this Lease shall immediately terminate.

15. The Lessee pledges and assigns unto the Lessor all the furniture and fixtures, goods and chattels of the Lessee, which may be brought or put on the Premises, as security for the payment of the rent herein reserved, and as additional consideration for this Agreement.

16. In the event the Premises, or any part thereof, shall at any time be destroyed or so damaged by fire or other elements so as to be unfit for occupancy or use by the

Lessee, then and in that event, the Lessor shall have the option to terminate this lease or to repair and rebuild the Premises. In the event the Lessor elects to exercise the option to repair and rebuild, the same shall be done and completed within a reasonable time, but in no event shall such time be more than sixty (60) days from the date of the initial damage or destruction rendering the Premises untenantable.

17. The Lessee shall not attach any signs to the Premises, or place any lettering on the plate glass windows, unless such signs, and such lettering, have been approved by the Lessor, and are in conformance with all applicable municipal, County, State and Federal laws.

18. At the expiration of the term hereof, the Lessee shall quietly and peaceably deliver the Premises to the Lessor in the same repair and condition in which they were received, ordinary wear and tear excepted.

19. The Lessor covenants that it will keep the exterior roof and walls of the building in which premises are situated, in good repair. The Lessee shall give to the Lessor seven (7) days written notice of needed repairs, and the Lessor shall have fifteen (15) days thereafter within which to commence said repairs.

20. The terms Lessor and Lessee as herein contained shall include the singular and/or plural, masculine, feminine, and/or neuter, and heirs, successors, personal representatives and/or assigns of the parties hereto.

21. The failure of the Lessor in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to the Lessor, shall not operate or be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or the exercise such privilege, option, or remedy, but the same shall continue in full force and effect. The receipt by the Lessor of rent, or additional rent, or any other payment required to be made by the Lessee, or any part thereof, shall not be a waiver of any other additional rent or payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as or be deemed to be a waiver of such breach, and no waiver by the Lessor of any of the provisions hereof, or any of the Lessor's rights, remedies, privileges or options hereunder shall be deemed to have been made unless made by the Lessor in writing. If the Lessor shall consent to the assignments of this Lease or to a subletting of all or a part of the Premises, no further assignment or subletting shall be made without the written consent of the Lessor first obtained. No surrender of the Premises for the remainder of the term hereof shall be valid unless accepted by the Lessor in writing.

22. Lessee represents and warrants that there are no claims for broker's commissions or finders' fees in connection with the execution of this Lease.

23. Lessee shall not stock, use or sell any article or undertake any activity in the Premises which may be prohibited by Lessor's insurance policies or which will increase any insurance rates or premiums for which Lessor is responsible.

24. Should any mechanics' or other liens be filed against the Premises or any part thereof for any reason whatsoever by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged, of record, by bond or otherwise within twenty (20 days after the filing of such lien).

25. Intentionally Omitted.

26. In the event that it shall become necessary for Lessor to employ the services of an attorney to enforce any of its rights under this Lease or to collect any sums due to it under this Lease or to remedy the breach of any covenant of this Lease on the part of the Lessee to be kept or performed, regardless of whether suit be brought, Lessee shall pay to Lessor such fee as shall be charged by Lessor's attorney for such services. Should suit be brought for the recovery of possession of the Premises or for rent or any other sum due Lessor under this Lease, or because of the breach of any of Lessee's covenants under this Lease, Lessee shall pay to Lessor all expenses of such suit and any appeal thereof, including a reasonable attorney's fee.

27. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

28. Notice shall be deemed properly given hereunder when made in writing and deposited in the United States certified or registered mails, with sufficient postage prepaid thereon to carry it to its addressed destination; and the said notices shall be addressed as follows:

For the Lessor: City Manager
 City of Miami Beach
 1700 Convention Center Drive
 Miami Beach, Florida 33139

With a copy to: Asset Manager
 City of Miami Beach
 1700 Convention Center Drive
 Miami Beach, Florida 33139

For the Lessee: Carla Bruni, Executive Director
 Arts and Business Council of Miami, Inc.
 1701 Meridian Avenue, Suite 402
 Miami Beach, Florida 33139

or to such other address as shall from time to time be supplied in writing by any party to the other.

29. The Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, liability, losses, and causes of action which may arise out of Lessee's use of the Premises under this Agreement and shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits, in the name of Lessor, and shall pay all costs (including attorney's fees) and judgments which may issue thereon. This indemnification shall not be limited in any way by the type or amount of insurance carried by Lessee. Lessee shall carry and maintain in full force and effect at all times during the term of this Agreement the following insurance coverages:

- a. Comprehensive General Liability in the minimum amount of Three Hundred Thousand Dollars (\$300,000) per occurrence for bodily injury and property damage. This policy must also contain coverage for premises operation, products and contractual liability.
- b. The City must be named as an additional insured on the policies required above. All Certificates of Insurance shall state: This insurance coverage is primary to all other coverages provided by the City of Miami Beach.
- c. Workers' Compensation and Employers' Liability to meet the statutory requirements of the State of Florida.
- d. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and must have a rating of B+:VI or better per A.M. Best's Key Rating Guide, latest edition.
- e. Lessee shall furnish original certificates of insurance, evidencing the required coverage, and receive approval of same, prior to the commencement of operations.
- f. Certificates of Insurance shall be approved by the City's Risk Manager and kept on file in the Finance Department, Insurance and Safety Division, Third Floor, City Hall.

30. Lessor desires to enter into this Lease only if in so doing Lessor can place a limit on the Lessor's liability for any cause of action for money damages due to an alleged breach by the Lessor of this Lease, so that its liability for any such breach never exceeds the sum of \$1,000.00. Lessee hereby expresses its willingness to enter into this Lease with Lessee's recovery from Lessor for any damage action for breach of contract to be limited to a maximum amount of the amount of \$1,000.00.

Accordingly, and notwithstanding any other term or condition of this Lease, Lessor hereby agrees that it shall not be liable to the Lessee for damages in an amount in excess of \$1,000.00, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the Lessor by this Lease. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Florida Statutes, Section 768.28.

31. Lessee agrees that there shall be no discrimination as to race, sex, sexual orientation, color, creed, national origin, familial status, religion or handicap, in its employment practice or in the use of the Premises under this Lessee Agreement; and further, there shall be no discrimination regarding any use, service, maintenance, or operation of Lessee under this Lease.

Pursuant to Sections 62-90 and 62-91, of Chapter 62, of the Miami Beach City Code entitled "Human Relations", Lessee, by executing this Lease Agreement, certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap.

32. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, DEVELOPER AND OWNER EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT AND/OR THE GROUND LEASE.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year stated above.

Signed, sealed and delivered in the presence of:

Attest:

LESSOR:
CITY OF MIAMI BEACH

By: _____
City Clerk

By: _____
Mayor

Attest:

LESSEE:
**ARTS AND BUSINESS COUNCIL
OF MIAMI, INC.**

By: _____
Secretary

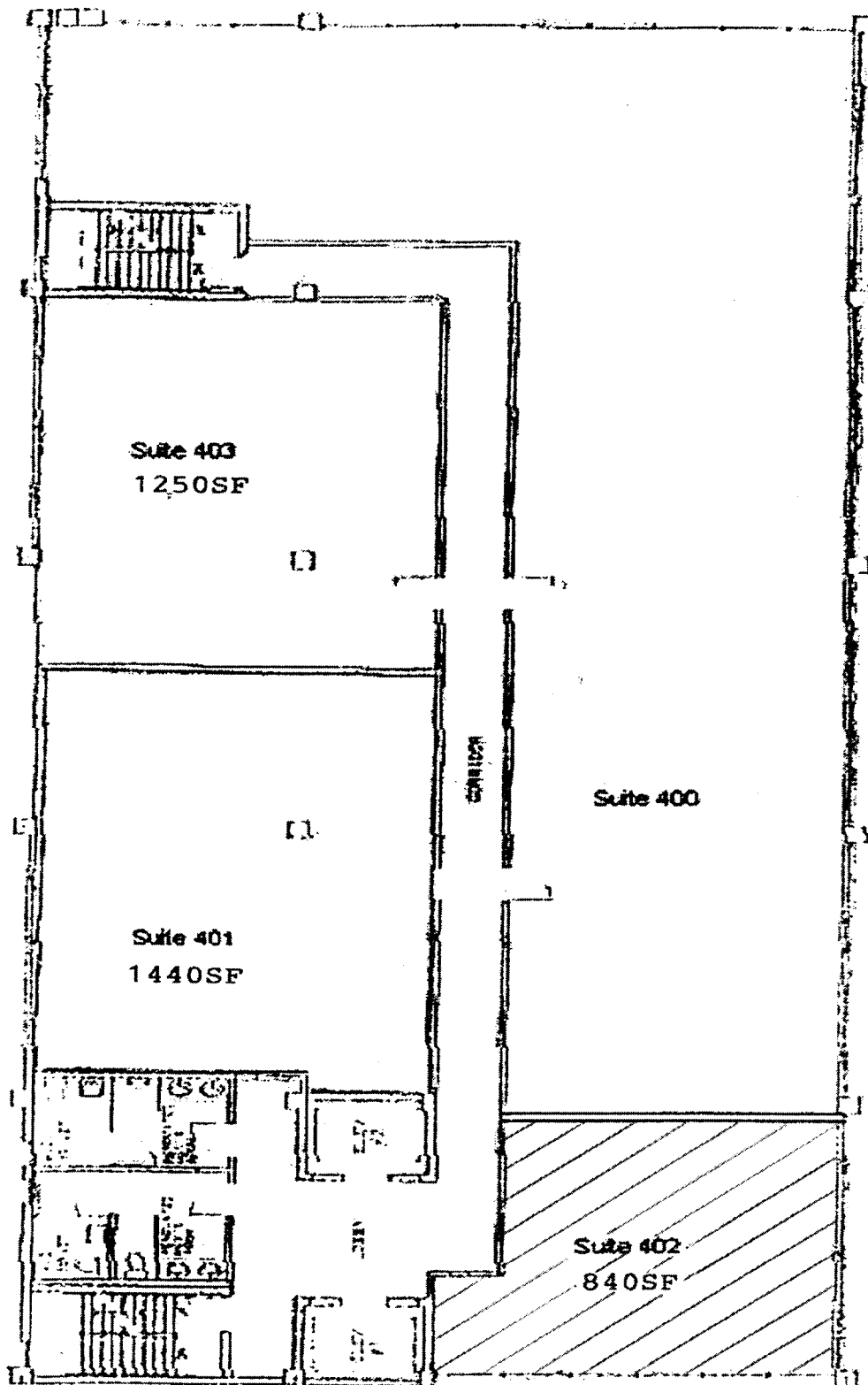
By: _____
President

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 10/24/08
City Attorney Date

Exhibit A



COMMON AREA

LEASE AGREEMENT

THIS LEASE, executed this _____ day of _____, 2004, between the **City of Miami Beach**, a Florida municipal corporation (Lessor), and **The Children's Cultural Coalition of Dade County, Inc.**, a Florida not-for-profit corporation (Lessee).

WITNESSETH:

The Lessor, for and in consideration of the rent herein reserved to be paid by the Lessee, and in consideration of the covenants herein to be kept and performed by the Lessee, does hereby lease and demise unto the Lessee the following described premises (the Premises) situated in the City of Miami Beach, County of Dade, State of Florida:

Approximately one third ($\frac{1}{3}$) of eight hundred forty (840) square feet of administrative office space, as more specifically delineated in Exhibit A, attached hereto and incorporated herein, located on the fourth floor (Suite 402) of the building located at 1701 Meridian Avenue, Miami Beach, Florida.

TO HAVE AND TO HOLD the Premises unto the Lessee, for a term of three hundred sixty four (364) days beginning on the **1st day of February, 2005**, and ending on the **30th day of January, 2006**, the Lessee yielding and paying to the Lessor the rental sum of **One Dollar 00/100 (\$1.00)** per year, for the Lease term, as agreed to by the parties hereto, payable upon execution of this Agreement.

Lessee agrees to pay to Lessor as "minimum rent," without notice or demand, the sum set forth above, as stipulated above, at the Commencement Date of the Lease Year during the term thereof.

Lessee shall also pay as "additional rent", all sales, real estate, use or excise tax(es) imposed, levied or assessed against the Premises or any other charge or payment required here by any governmental authority having jurisdiction there over, even though the taxing statute or ordinance may purport to impose such tax against Lessor. The payment of sales tax shall be made by Lessee concurrently with payment of the minimum rent. Lessee agrees that it will pay its Proportionate Share of real estate taxes, if applicable, assessed against the Premises and its Proportionate Share of Operating Expenses in the Premises, as set forth and defined in Paragraph 2 of this Agreement. Lessee's Proportionate Share of real estate taxes will be paid upon demand accompanied by a copy of the paid tax bill. Lessee's Proportionate Share of Operating Expenses as set forth in Paragraph 2 of this Agreement, will be paid monthly (or as otherwise determined by Lessor). As used herein, Lessee's "Proportionate Share" means a fraction, the numerator of which is the square footage of the Premises and the denominator of which is the square footage of all of the rentable area in the building of which the Premises is a part, including the square footage of the Premises.

Lessee shall be required to pay Lessor interest at the highest rate permitted by law on any rents or other payments due Lessor hereunder that remain unpaid after its due date; and, to the extent any payment of rent or other charge remains unpaid for a period of ten (10) days after its due date, in addition to any other remedies, Lessee shall pay to Lessor a late charge of fifty (\$50.00) dollars to cover Lessor's additional administrative expenses.

The Lessee agrees to keep, conform to and abide by each of the following covenants which are hereby made conditions of this Lease:

1. To pay the minimum and additional rents set forth herein in advance, at the times and in the manner aforesaid, and should the rents herein provided at any time remain unpaid after same shall become due, the Lessor shall have such remedies as may be granted pursuant to the laws of the State of Florida. All rent payments shall be made to the Lessor at the following address: City of Miami Beach Finance Department, c/o Revenue Supervisor, 1700 Convention Center Drive, Third Floor, Miami Beach, Florida, 33139, or at such other place as the Lessor may, from time to time, designate in writing.

2. "Operating Expenses" shall include all costs associated with the maintenance and operation of the Premises, including utilities and Common Area Maintenance (CAM). Utilities and CAM shall include, but are not limited to, electricity, water, gas and garbage disposal. Effective **February 1, 2005**, and for the remaining term of this Lease, or any extension thereof, Lessor and Lessee agree that the Lessee's negotiated contribution to the Operating Expenses, as defined above, shall be **One Hundred Dollars (\$100.00) per month**, and shall be due and payable by the Lessee, without notice or demand, the monthly sum set forth above, in advance, on or before the first day of each and every successive calendar month during the term hereof. CAM costs shall be adjusted annually to reflect the actual prorated share of the Operating Expenses in the event that costs associated with the maintenance and operation of the Premises increases. Operating Expenses for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month.

3. The Lessee accepts the Premises in their present "as is" condition, and is responsible for all interior modifications and maintenance, including entrance doors, windows, and screens. Lessee must first obtain Lessor's written approval for any alteration, additions and/or improvements to the Premises and then must pay for such modifications, which shall become Lessor's permanent improvements upon completion. Detailed plans for leasehold improvements shall be submitted to Lessor within thirty (30) days following execution of this Agreement by the parties hereto. The Lessee shall have the right to use any equipment, furnishing and fixtures left by Lessor on the Premises. Lessor represents that such equipment, furnishing and fixtures, are to be used in their "as is" condition, and that Lessee is solely responsible for maintaining same, at its sole cost and expense, throughout the duration of this Agreement. In the event any of the aforesaid items are lost, stolen or damaged, they shall be replaced or repaired at the sole cost and expense of Lessee, ordinary wear and tear excepted. Upon expiration of this Agreement, Lessee shall quietly and peacefully redeliver said equipment, furnishings and fixtures to Lessor. At its option, Lessor may take inventory of the Premises, including all improvements, equipment,

furnishings, and fixtures at any time prior to the commencement of, or during the term of, this Lease.

4. Lessee agrees that any noise disturbance, inconvenience, disruption, failure of any facilities, the shutting off of light or access to the Premises, or any other nuisance or nuisances, caused by or due to any repairs, alterations, improvements, additions or construction by the Lessor, its agents, servants or employees to any part or portion of the building and for parking areas wherein the Premises are located, shall not be deemed or construed as a breach or violation of the peaceful possession of the Premises on the part of the Lessee. It is specifically further agreed that any such conditions shall not give rise to any abatement, rebate or diminution of the rent reserved herein, nor to any liability or responsibility by reason thereof on the part of the Lessee. However, if such conditions were of such a nature that the Lessee was unable to use the Premises as provided herein, the proportionate share of Operating Expenses, as described in Paragraph 3 above, shall be prorated to include a credit for the period of time that the Premises were not tenable. In the event that the Premises becomes untenable, the City must be advised immediately, in writing, with regards to same.

5. It is understood that any property left on the Premises at the expiration of the Lease, shall be considered abandoned and shall become and be deemed the property of the Lessor.

6. Notwithstanding Paragraph 3 herein, at Lessor's discretion, any and all alterations or additions made by the Lessee to or in the Premises, not approved by the Lessor, shall at the request of the Lessor, at the expiration of the term of this Lease or sooner termination thereof, be removed by the Lessee at its cost and expense and Lessee further hereby agrees in such event, to restore the Premises to their original condition as of the date of this Lease.

7. Lessee shall not assign Lessee's interest in this Lease, nor underlet the whole or any part of the Premises, nor use the same for any purpose other than for use as an administrative office for **The Children's Cultural Coalition of Dade County, Inc.** without first obtaining the written consent to such assignment or underletting, or to such change of purpose for the use of the Premises, from the Lessor, which consent shall be given, if at all, at Lessor's sole discretion. Lessee further covenants that the Premises will not be used for any purpose that will invalidate any policies of insurance now or hereafter written on the building on which the Premises are located, or will increase the rate of premium thereof.

8. Lessee shall use the Premises in accordance with all laws and ordinances now or hereinafter applicable; also to exercise all reasonable care in the use of halls, stairs, corridors, restrooms, and other fixtures and parts of the Premises used in common with other tenants in said building which may be necessary for the preservation of the Premises and comfort of the other tenants.

9. Lessee shall not permit or suffer any noise, disturbance or nuisance whatsoever on the Premises detrimental to same or annoying to the neighbors, and the

Lessee acknowledges that the Premises have been received in thoroughly good order, tenantable condition and repair, of which the execution of this Lease, and taking possession hereunder, shall be conclusive evidence. Lessee further acknowledges that no representations as to the condition of the Premises have been made by the Lessor, or the Lessor's agent, and that no obligation as to the repairing, adding to, or improving the Premises has been assumed by the Lessor, and that no oral arrangements have been entered into in consideration of making this Lease, and that this Lease contains a full statement of the obligation of both parties hereto.

10. Lessee agrees to keep the interior of the Premises in good condition during the continuation of the term herein demised, and every part thereof, including the plumbing, doors and windows, and will keep the same in good, sound, clean condition and repair, ordinary wear and tear, fire, hurricane or other act of God alone excepted, and will not suffer or permit any strip or waste of the Premises.

11. Lessee shall permit the Lessor, or the Lessor's agent, at any reasonable time, to enter and inspect the Premises, and make repairs, if in the Lessor's sole judgment, the Lessor should elect to do so.

12. If the Lessee shall not pay the rents herein reserved at the time and in the manner stated, or shall fail to keep and perform any other condition, stipulation or agreement herein contained, on the part of the Lessee to be kept and performed, or if the Lessee shall suffer to be filed against the Lessee and involuntary petition in bankruptcy or shall be adjudged a voluntary or involuntary bankrupt or make an assignment for the benefit of creditors, or should there be appointed a Receiver to take charge of the Premises either in the State or Federal courts, or if the Lessee shall vacate or abandon the Premises prior to the end of the term hereof, then, in any such events, the Lessor may, at the Lessor's option and sole discretion, immediately terminate and end this Lease and re-enter upon the Premises, whereupon the term hereby granted, and at the Lessor's option, all of the Lessee's right, title and interest in this Lease shall end. The exercise of any options herein contained shall not be deemed to be exclusive and the Lessor shall at all times in the event of the Lessee's default hereunder, have such remedies as may be provided by the laws of the State of Florida.

13. Notwithstanding Paragraph 12 above, this Lease Agreement may be terminated without cause and for convenience of either party at any time during the term specified, upon furnishing sixty (60) days written notice to the other party.

14. If the Lessee shall abandon or vacate the Premises when the same is open for business and shall cease doing business in the Premises, then, at the option of the Lessor, this Lease shall immediately terminate.

15. The Lessee pledges and assigns unto the Lessor all the furniture and fixtures, goods and chattels of the Lessee, which may be brought or put on the Premises, as security for the payment of the rent herein reserved, and as additional consideration for this Agreement.

16. In the event the Premises, or any part thereof, shall at any time be destroyed or so damaged by fire or other elements so as to be unfit for occupancy or use by the Lessee, then and in that event, the Lessor shall have the option to terminate this lease or to repair and rebuild the Premises. In the event the Lessor elects to exercise the option to repair and rebuild, the same shall be done and completed within a reasonable time, but in no event shall such time be more than sixty (60) days from the date of the initial damage or destruction rendering the Premises untenable.

17. The Lessee shall not attach any signs to the Premises, or place any lettering on the plate glass windows, unless such signs, and such lettering, have been approved by the Lessor, and are in conformance with all applicable municipal, County, State and Federal laws.

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20. The terms Lessor and Lessee as herein contained shall include the singular and/or plural, masculine, feminine, and/or neuter, and heirs, successors, personal representatives and/or assigns of the parties hereto.

21. The failure of the Lessor in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to the Lessor, shall not operate or be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or the exercise such privilege, option, or remedy, but the same shall continue in full force and effect. The receipt by the Lessor of rent, or additional rent, or any other payment required to be made by the Lessee, or any part thereof, shall not be a waiver of any other additional rent or payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as or be deemed to be a waiver of such breach, and no waiver by the Lessor of any of the provisions hereof, or any of the Lessor's rights, remedies, privileges or options hereunder shall be deemed to have been made unless made by the Lessor in writing. If the Lessor shall consent to the assignments of this Lease or to a subletting of all or a part of the Premises, no further assignment or subletting shall be made without the written consent of the Lessor first obtained. No surrender of the Premises for the remainder of the term hereof shall be valid unless accepted by the Lessor in writing.

22. Lessee represents and warrants that there are no claims for broker's commissions or finders' fees in connection with the execution of this Lease.

23. Lessee shall not stock, use or sell any article or undertake any activity in the Premises which may be prohibited by Lessor's insurance policies or which will increase any insurance rates or premiums for which Lessor is responsible.

24. Should any mechanics' or other liens be filed against the Premises or any part thereof for any reason whatsoever by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged, of record, by bond or otherwise within twenty (20) days after the filing of such lien).

25. Intentionally Omitted.

26. In the event that it shall become necessary for Lessor to employ the services of an attorney to enforce any of its rights under this Lease or to collect any sums due to it under this Lease or to remedy the breach of any covenant of this Lease on the part of the Lessee to be kept or performed, regardless of whether suit be brought, Lessee shall pay to Lessor such fee as shall be charged by Lessor's attorney for such services. Should suit be brought for the recovery of possession of the Premises or for rent or any other sum due Lessor under this Lease, or because of the breach of any of Lessee's covenants under this Lease, Lessee shall pay to Lessor all expenses of such suit and any appeal thereof, including a reasonable attorney's fee.

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With a copy to: Asset Manager
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 The Children's Cultural Coalition of Dade County, Inc.
 1701 Meridian Avenue, Suite 402
 Miami Beach, Florida 33139

or to such other address as shall from time to time be supplied in writing by any party to the other.

29. The Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, liability, losses, and causes of action which may arise out of Lessee's use of the Premises under this Agreement and shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits, in the name of Lessor, and shall pay all costs (including attorney's fees) and judgments which may issue thereon. This indemnification shall not be limited in any way by the type or amount of insurance carried by Lessee. Lessee shall carry and maintain in full force and effect at all times during the term of this Agreement the following insurance coverages:

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- b. The City must be named as an additional insured on the policies required above. All Certificates of Insurance shall state: This insurance coverage is primary to all other coverages provided by the City of Miami Beach.
- c. Workers' Compensation and Employers' Liability to meet the statutory requirements of the State of Florida.
- d. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and must have a rating of B+:VI or better per A.M. Best's Key Rating Guide, latest edition.
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30. Lessor desires to enter into this Lease only if in so doing Lessor can place a limit on the Lessor's liability for any cause of action for money damages due to an alleged breach by the Lessor of this Lease, so that its liability for any such breach never exceeds the sum of \$1,000.00. Lessee hereby expresses its willingness to enter into this Lease with Lessee's recovery from Lessor for any damage action for breach of contract to be limited to a maximum amount of the amount of \$1,000.00.

Accordingly, and notwithstanding any other term or condition of this Lease, Lessor hereby agrees that it shall not be liable to the Lessee for damages in an amount in excess of \$1,000.00, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the Lessor by this Lease. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a

waiver of the limitation placed upon City's liability as set forth in Florida Statutes, Section 768.28.

31. Lessee agrees that there shall be no discrimination as to race, sex, sexual orientation, color, creed, national origin, familial status, religion or handicap, in its employment practice or in the use of the Premises under this Lessee Agreement; and further, there shall be no discrimination regarding any use, service, maintenance, or operation of Lessee under this Lease.

Pursuant to Sections 62-90 and 62-91, of Chapter 62, of the Miami Beach City Code entitled "Human Relations", Lessee, by executing this Lease Agreement, certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap.

32. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, DEVELOPER AND OWNER EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT AND/OR THE GROUND LEASE.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year stated above.

Signed, sealed and delivered in the presence of:

Attest:

LESSOR:
CITY OF MIAMI BEACH

By: _____
City Clerk

By: _____
Mayor

Attest:

LESSEE:
**The Children's Cultural Coalition of
Dade County, Inc.**

By: _____
Secretary

By: _____
President

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

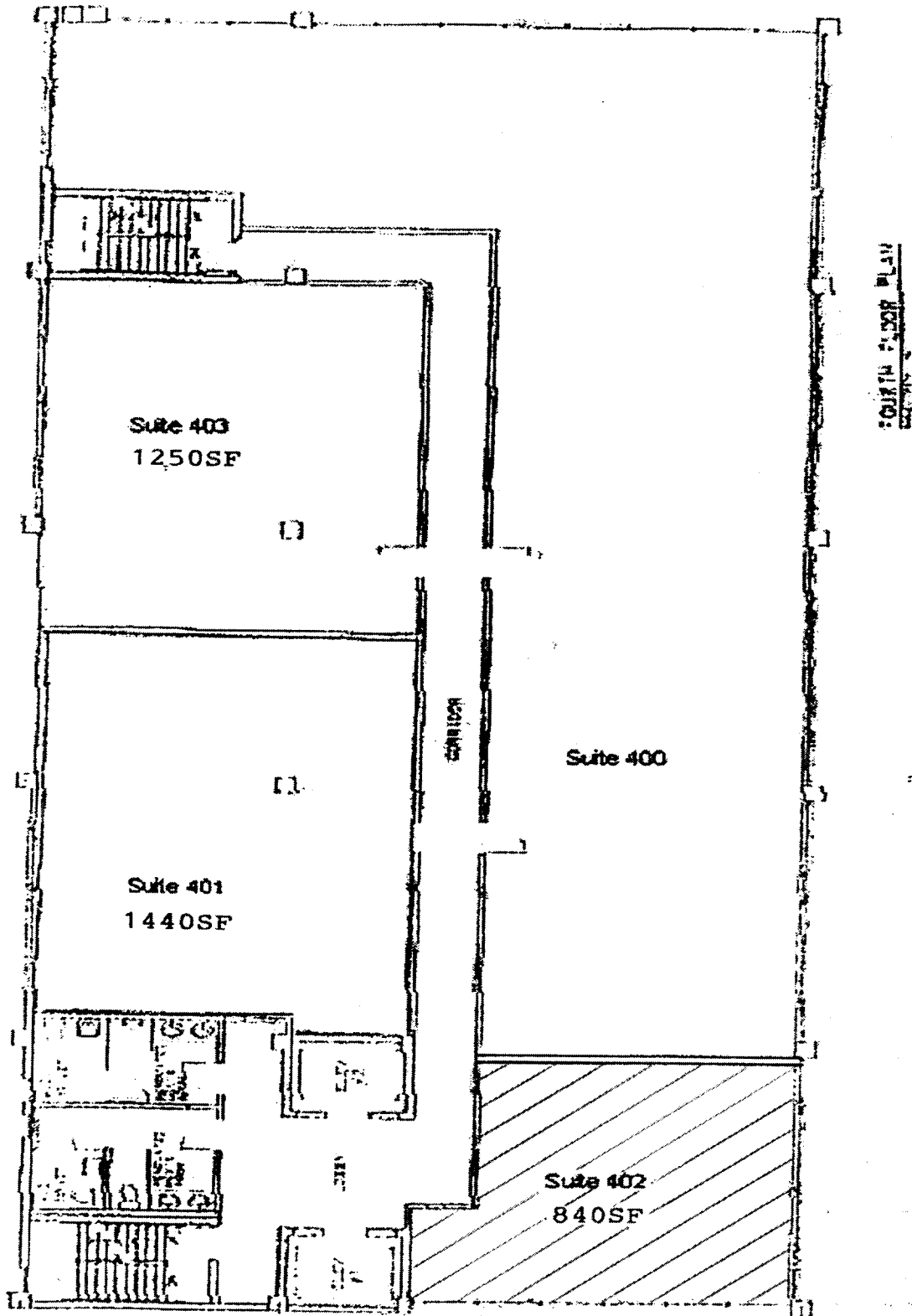


City Attorney

10/4/04

Date

Exhibit A



LEASE AGREEMENT

THIS LEASE, executed this _____ day of _____, 2004, between the **City of Miami Beach**, a Florida municipal corporation (Lessor), and the **Florida Dance Association, Inc.**, a Florida not-for-profit corporation (Lessee).

WITNESSETH:

The Lessor, for and in consideration of the rent herein reserved to be paid by the Lessee, and in consideration of the covenants herein to be kept and performed by the Lessee, does hereby lease and demise unto the Lessee the following described premises (the Premises) situated in the City of Miami Beach, County of Dade, State of Florida:

Approximately one third ($\frac{1}{3}$) of eight hundred forty (840) square feet of administrative office space, as more specifically delineated in Exhibit A, attached hereto and incorporated herein, located on the fourth floor (Suite 402) of the building located at 1701 Meridian Avenue, Miami Beach, Florida.

TO HAVE AND TO HOLD the Premises unto the Lessee, for a term of three hundred sixty four (364) days beginning on the **1st day of February, 2005**, and ending on the **30th day of January, 2006**, the Lessee yielding and paying to the Lessor the rental sum of **One Dollar 00/100 (\$1.00)** per year, for the Lease term, as agreed to by the parties hereto, payable upon execution of this Agreement.

Lessee agrees to pay to Lessor as "minimum rent," without notice or demand, the sum set forth above, as stipulated above, at the Commencement Date of the Lease Year during the term thereof.

Lessee shall also pay as "additional rent", all sales, real estate, use or excise tax(es) imposed, levied or assessed against the Premises or any other charge or payment required here by any governmental authority having jurisdiction there over, even though the taxing statute or ordinance may purport to impose such tax against Lessor. The payment of sales tax shall be made by Lessee concurrently with payment of the minimum rent. Lessee agrees that it will pay its Proportionate Share of real estate taxes, if applicable, assessed against the Premises and its Proportionate Share of Operating Expenses in the Premises, as set forth and defined in Paragraph 2 of this Agreement. Lessee's Proportionate Share of real estate taxes will be paid upon demand accompanied by a copy of the paid tax bill. Lessee's Proportionate Share of Operating Expenses as set forth in Paragraph 2 of this Agreement, will be paid monthly (or as otherwise determined by Lessor). As used herein, Lessee's "Proportionate Share" means a fraction, the numerator of which is the square footage of the Premises and the denominator of which is the square footage of all of the rentable area in the building of which the Premises is a part, including the square footage of the Premises.

Lessee shall be required to pay Lessor interest at the highest rate permitted by law on any rents or other payments due Lessor hereunder that remain unpaid after its due date; and, to the extent any payment of rent or other charge remains unpaid for a period of ten (10) days after its due date, in addition to any other remedies, Lessee shall pay to Lessor a late charge of fifty (\$50.00) dollars to cover Lessor's additional administrative expenses.

The Lessee agrees to keep, conform to and abide by each of the following covenants which are hereby made conditions of this Lease:

1. To pay the minimum and additional rents set forth herein in advance, at the times and in the manner aforesaid, and should the rents herein provided at any time remain unpaid after same shall become due, the Lessor shall have such remedies as may be granted pursuant to the laws of the State of Florida. All rent payments shall be made to the Lessor at the following address: City of Miami Beach Finance Department, c/o Revenue Supervisor, 1700 Convention Center Drive, Third Floor, Miami Beach, Florida, 33139, or at such other place as the Lessor may, from time to time, designate in writing.

2. "Operating Expenses" shall include all costs associated with the maintenance and operation of the Premises, including utilities and Common Area Maintenance (CAM). Utilities and CAM shall include, but are not limited to, electricity, water, gas and garbage disposal. Effective **February 1, 2005**, and for the remaining term of this Lease, or any extension thereof, Lessor and Lessee agree that the Lessee's negotiated contribution to the Operating Expenses, as defined above, shall be **Three Hundred Twenty Dollars (\$320.00) per month**, and shall be due and payable by the Lessee, without notice or demand, the monthly sum set forth above, in advance, on or before the first day of each and every successive calendar month during the term hereof. CAM costs shall be adjusted annually to reflect the actual prorated share of the Operating Expenses in the event that costs associated with the maintenance and operation of the Premises increases. Operating Expenses for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month.

3. The Lessee accepts the Premises in their present "as is" condition, and is responsible for all interior modifications and maintenance, including entrance doors, windows, and screens. Lessee must first obtain Lessor's written approval for any alteration, additions and/or improvements to the Premises and then must pay for such modifications, which shall become Lessor's permanent improvements upon completion. Detailed plans for leasehold improvements shall be submitted to Lessor within thirty (30) days following execution of this Agreement by the parties hereto. The Lessee shall have the right to use any equipment, furnishing and fixtures left by Lessor on the Premises. Lessor represents that such equipment, furnishing and fixtures, are to be used in their "as is" condition, and that Lessee is solely responsible for maintaining same, at its sole cost and expense, throughout the duration of this Agreement. In the event any of the aforesaid items are lost, stolen or damaged, they shall be replaced or repaired at the sole cost and expense of Lessee, ordinary wear and tear excepted. Upon expiration of this Agreement, Lessee shall quietly and peacefully redeliver said equipment, furnishings and fixtures to Lessor. At its option, Lessor may take inventory of the Premises, including all improvements, equipment,

furnishings, and fixtures at any time prior to the commencement of, or during the term of, this Lease.

4. Lessee agrees that any noise disturbance, inconvenience, disruption, failure of any facilities, the shutting off of light or access to the Premises, or any other nuisance or nuisances, caused by or due to any repairs, alterations, improvements, additions or construction by the Lessor, its agents, servants or employees to any part or portion of the building and for parking areas wherein the Premises are located, shall not be deemed or construed as a breach or violation of the peaceful possession of the Premises on the part of the Lessee. It is specifically further agreed that any such conditions shall not give rise to any abatement, rebate or diminution of the rent reserved herein, nor to any liability or responsibility by reason thereof on the part of the Lessee. However, if such conditions were of such a nature that the Lessee was unable to use the Premises as provided herein, the proportionate share of Operating Expenses, as described in Paragraph 3 above, shall be prorated to include a credit for the period of time that the Premises were not tenable. In the event that the Premises becomes untenable, the City must be advised immediately, in writing, with regards to same.

5. It is understood that any property left on the Premises at the expiration of the Lease, shall be considered abandoned and shall become and be deemed the property of the Lessor.

6. Notwithstanding Paragraph 3 herein, at Lessor's discretion, any and all alterations or additions made by the Lessee to or in the Premises, not approved by the Lessor, shall at the request of the Lessor, at the expiration of the term of this Lease or sooner termination thereof, be removed by the Lessee at its cost and expense and Lessee further hereby agrees in such event, to restore the Premises to their original condition as of the date of this Lease.

7. Lessee shall not assign Lessee's interest in this Lease, nor underlet the whole or any part of the Premises, nor use the same for any purpose other than for use as an administrative office for the **Florida Dance Association, Inc.** without first obtaining the written consent to such assignment or underletting, or to such change of purpose for the use of the Premises, from the Lessor, which consent shall be given, if at all, at Lessor's sole discretion. Lessee further covenants that the Premises will not be used for any purpose that will invalidate any policies of insurance now or hereafter written on the building on which the Premises are located, or will increase the rate of premium thereof.

8. Lessee shall use the Premises in accordance with all laws and ordinances now or hereinafter applicable; also to exercise all reasonable care in the use of halls, stairs, corridors, restrooms, and other fixtures and parts of the Premises used in common with other tenants in said building which may be necessary for the preservation of the Premises and comfort of the other tenants.

9. Lessee shall not permit or suffer any noise, disturbance or nuisance whatsoever on the Premises detrimental to same or annoying to the neighbors, and the Lessee acknowledges that the Premises have been received in thoroughly good order,

tenantable condition and repair, of which the execution of this Lease, and taking possession hereunder, shall be conclusive evidence. Lessee further acknowledges that no representations as to the condition of the Premises have been made by the Lessor, or the Lessor's agent, and that no obligation as to the repairing, adding to, or improving the Premises has been assumed by the Lessor, and that no oral arrangements have been entered into in consideration of making this Lease, and that this Lease contains a full statement of the obligation of both parties hereto.

10. Lessee agrees to keep the interior of the Premises in good condition during the continuation of the term herein demised, and every part thereof, including the plumbing, doors and windows, and will keep the same in good, sound, clean condition and repair, ordinary wear and tear, fire, hurricane or other act of God alone excepted, and will not suffer or permit any strip or waste of the Premises.

11. Lessee shall permit the Lessor, or the Lessor's agent, at any reasonable time, to enter and inspect the Premises, and make repairs, if in the Lessor's sole judgment, the Lessor should elect to do so.

12. If the Lessee shall not pay the rents herein reserved at the time and in the manner stated, or shall fail to keep and perform any other condition, stipulation or agreement herein contained, on the part of the Lessee to be kept and performed, or if the Lessee shall suffer to be filed against the Lessee and involuntary petition in bankruptcy or shall be adjudged a voluntary or involuntary bankrupt or make an assignment for the benefit of creditors, or should there be appointed a Receiver to take charge of the Premises either in the State or Federal courts, or if the Lessee shall vacate or abandon the Premises prior to the end of the term hereof, then, in any such events, the Lessor may, at the Lessor's option and sole discretion, immediately terminate and end this Lease and re-enter upon the Premises, whereupon the term hereby granted, and at the Lessor's option, all of the Lessee's right, title and interest in this Lease shall end. The exercise of any options herein contained shall not be deemed to be exclusive and the Lessor shall at all times in the event of the Lessee's default hereunder, have such remedies as may be provided by the laws of the State of Florida.

13. Notwithstanding Paragraph 12 above, this Lease Agreement may be terminated without cause and for convenience of either party at any time during the term specified, upon furnishing sixty (60) days written notice to the other party.

14. If the Lessee shall abandon or vacate the Premises when the same is open for business and shall cease doing business in the Premises, then, at the option of the Lessor, this Lease shall immediately terminate.

15. The Lessee pledges and assigns unto the Lessor all the furniture and fixtures, goods and chattels of the Lessee, which may be brought or put on the Premises, as security for the payment of the rent herein reserved, and as additional consideration for this Agreement.

16. In the event the Premises, or any part thereof, shall at any time be destroyed or so damaged by fire or other elements so as to be unfit for occupancy or use by the

Lessee, then and in that event, the Lessor shall have the option to terminate this lease or to repair and rebuild the Premises. In the event the Lessor elects to exercise the option to repair and rebuild, the same shall be done and completed within a reasonable time, but in no event shall such time be more than sixty (60) days from the date of the initial damage or destruction rendering the Premises untenable.

17. The Lessee shall not attach any signs to the Premises, or place any lettering on the plate glass windows, unless such signs, and such lettering, have been approved by the Lessor, and are in conformance with all applicable municipal, County, State and Federal laws.

18. At the expiration of the term hereof, the Lessee shall quietly and peaceably deliver the Premises to the Lessor in the same repair and condition in which they were received, ordinary wear and tear excepted.

19. The Lessor covenants that it will keep the exterior roof and walls of the building in which premises are situated, in good repair. The Lessee shall give to the Lessor seven (7) days written notice of needed repairs, and the Lessor shall have fifteen (15) days thereafter within which to commence said repairs.

20. The terms Lessor and Lessee as herein contained shall include the singular and/or plural, masculine, feminine, and/or neuter, and heirs, successors, personal representatives and/or assigns of the parties hereto.

21. The failure of the Lessor in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to the Lessor, shall not operate or be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or the exercise such privilege, option, or remedy, but the same shall continue in full force and effect. The receipt by the Lessor of rent, or additional rent, or any other payment required to be made by the Lessee, or any part thereof, shall not be a waiver of any other additional rent or payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as or be deemed to be a waiver of such breach, and no waiver by the Lessor of any of the provisions hereof, or any of the Lessor's rights, remedies, privileges or options hereunder shall be deemed to have been made unless made by the Lessor in writing. If the Lessor shall consent to the assignments of this Lease or to a subletting of all or a part of the Premises, no further assignment or subletting shall be made without the written consent of the Lessor first obtained. No surrender of the Premises for the remainder of the term hereof shall be valid unless accepted by the Lessor in writing.

22. Lessee represents and warrants that there are no claims for broker's commissions or finders' fees in connection with the execution of this Lease.

23. Lessee shall not stock, use or sell any article or undertake any activity in the Premises which may be prohibited by Lessor's insurance policies or which will increase any insurance rates or premiums for which Lessor is responsible.

24. Should any mechanics' or other liens be filed against the Premises or any part thereof for any reason whatsoever by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged, of record, by bond or otherwise within twenty (20) days after the filing of such lien).

25. Intentionally Omitted.

26. In the event that it shall become necessary for Lessor to employ the services of an attorney to enforce any of its rights under this Lease or to collect any sums due to it under this Lease or to remedy the breach of any covenant of this Lease on the part of the Lessee to be kept or performed, regardless of whether suit be brought, Lessee shall pay to Lessor such fee as shall be charged by Lessor's attorney for such services. Should suit be brought for the recovery of possession of the Premises or for rent or any other sum due Lessor under this Lease, or because of the breach of any of Lessee's covenants under this Lease, Lessee shall pay to Lessor all expenses of such suit and any appeal thereof, including a reasonable attorney's fee.

27. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

28. Notice shall be deemed properly given hereunder when made in writing and deposited in the United States certified or registered mails, with sufficient postage prepaid thereon to carry it to its addressed destination; and the said notices shall be addressed as follows:

For the Lessor: City Manager
 City of Miami Beach
 1700 Convention Center Drive
 Miami Beach, Florida 33139

With a copy to: Asset Manager
 City of Miami Beach
 1700 Convention Center Drive
 Miami Beach, Florida 33139

For the Lessee: Tom Thielen, Executive Director
 Florida Dance Association, Inc.
 1701 Meridian Avenue, Suite 402
 Miami Beach, Florida 33139

or to such other address as shall from time to time be supplied in writing by any party to the other.

29. The Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, liability, losses, and causes of action which may arise out of Lessee's use of the Premises under this Agreement and shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits, in the name of Lessor, and shall pay all costs (including attorney's fees) and judgments which may issue thereon. This indemnification shall not be limited in any way by the type or amount of insurance carried by Lessee. Lessee shall carry and maintain in full force and effect at all times during the term of this Agreement the following insurance coverages:

- a. Comprehensive General Liability in the minimum amount of Three Hundred Thousand Dollars (\$300,000) per occurrence for bodily injury and property damage. This policy must also contain coverage for premises operation, products and contractual liability.
- b. The City must be named as an additional insured on the policies required above. All Certificates of Insurance shall state: This insurance coverage is primary to all other coverages provided by the City of Miami Beach.
- c. Workers' Compensation and Employers' Liability to meet the statutory requirements of the State of Florida.
- d. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and must have a rating of B+:VI or better per A.M. Best's Key Rating Guide, latest edition.
- e. Lessee shall furnish original certificates of insurance, evidencing the required coverage, and receive approval of same, prior to the commencement of operations.
- f. Certificates of Insurance shall be approved by the City's Risk Manager and kept on file in the Finance Department, Insurance and Safety Division, Third Floor, City Hall.

30. Lessor desires to enter into this Lease only if in so doing Lessor can place a limit on the Lessor's liability for any cause of action for money damages due to an alleged breach by the Lessor of this Lease, so that its liability for any such breach never exceeds the sum of \$1,000.00. Lessee hereby expresses its willingness to enter into this Lease with Lessee's recovery from Lessor for any damage action for breach of contract to be limited to a maximum amount of the amount of \$1,000.00.

Accordingly, and notwithstanding any other term or condition of this Lease, Lessor hereby agrees that it shall not be liable to the Lessee for damages in an amount in excess of \$1,000.00, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the Lessor by this Lease. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Florida Statutes, Section 768.28.

31. Lessee agrees that there shall be no discrimination as to race, sex, sexual orientation, color, creed, national origin, familial status, religion or handicap, in its employment practice or in the use of the Premises under this Lessee Agreement; and further, there shall be no discrimination regarding any use, service, maintenance, or operation of Lessee under this Lease.

Pursuant to Sections 62-90 and 62-91, of Chapter 62, of the Miami Beach City Code entitled "Human Relations", Lessee, by executing this Lease Agreement, certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap.

32. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, DEVELOPER AND OWNER EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT AND/OR THE GROUND LEASE.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year stated above.

Signed, sealed and delivered in the presence of:

Attest:

LESSOR:
CITY OF MIAMI BEACH

By: _____
City Clerk

By: _____
Mayor

Attest:

LESSEE:
Florida Dance Association, Inc.

By: _____
Secretary

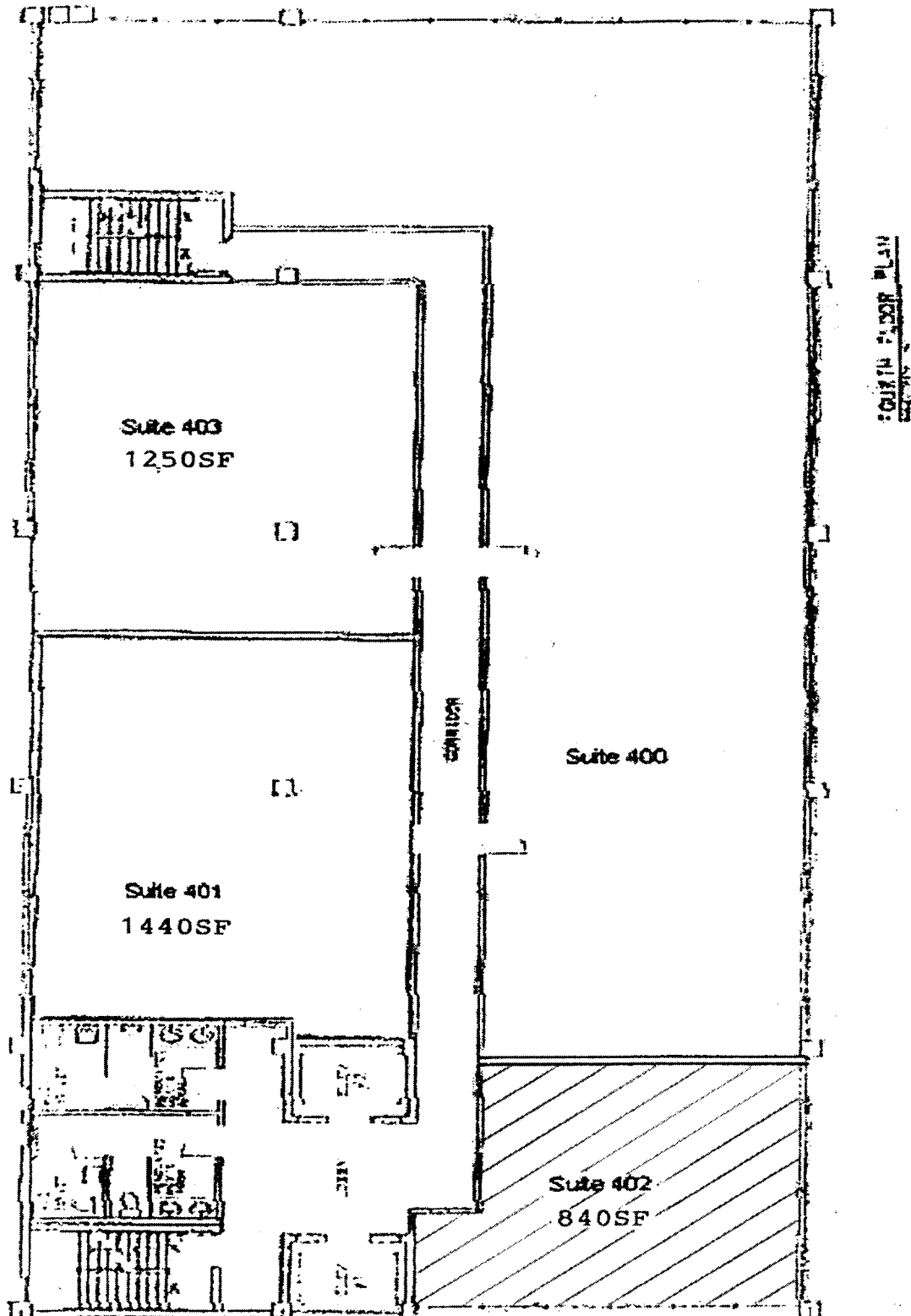
By: _____
President

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 10/24/04
City Attorney Date

Exhibit A



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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution setting a public hearing on December 8, 2004, to consider approving on first reading an amendment to Section 23.4 of the Development Agreement between the City of Miami Beach and the New World Symphony, requiring the Developer to proceed with the design and development of Zone 1, comprising the Park and Drexel Avenue between North Lincoln Lane and 17th Street and site improvements adjacent to the new garage, at the Owner's cost and expense, not to exceed \$10,000,000; Zone 2, comprising the Theater of the Performing Arts entry landscaping at the Owner's cost and expense, not to exceed \$1,150,000; and Zone 3, comprising North Lincoln Lane improvements, at the Owner's cost and expense, not to exceed \$500,000.

Issue:

Shall the City Commission set the Public Hearing to consider the proposed amendment?

Item Summary/Recommendation:

Pursuant to the direction of the City Commission on September 8, 2004 and consistent with the Planning Board's August 24, 2004 recommendation that the entire two (2) blocks, including the Park, be designed as an integrated site, Gehry Partners LLP was asked to submit a proposal and cost estimate to undertake design services for the proposed Park. The proposal was submitted for review by the Finance and Citywide Projects Committee at its meeting on October 26, 2004. The Committee recommended in favor of amending the Development Agreement between the City and NWS to expand the NWS' scope to include the design and development of Zone 1, comprising the park, Drexel Avenue between North Lincoln Lane and 17th Street and site improvements adjacent to the new garage, at the Owner's cost and expense, not to exceed \$10,000,000; Zone 2, comprising the Theater of the Performing Arts entry landscaping at the Owner's cost and expense, not to exceed \$1,150,000; and Zone 3, comprising North Lincoln Lane improvements, at the Owner's cost and expense, not to exceed \$500,000. Pursuant to Sections 163.3220-163.3243, Florida Statutes, before entering into, amending, or revoking a development agreement, a local government shall conduct at least two public hearings. As such, the Administration recommends setting the first public hearing for consideration of the proposed amendment on Wednesday, December 8, 2004.

Advisory Board Recommendation:

Planning Board – August 24, 2004 – Recommended designing NWS and park (east and west lots) as an integrated project.
Finance and Citywide Projects Committee – Oct 26, 2004 – Motion in favor of amending Development Agreement.

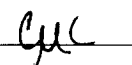
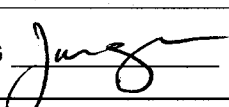
Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; padding: 5px; display: inline-block;">TBD</div> Finance Dept.	1	\$11,650,000	TBD (City Center RDA)	
	2			
	3			
	4			
	Total	\$11,650,000		

City Clerk's Office Legislative Tracking:

Christina M. Cuervo, Kent O. Bonde

Sign-Offs:

Redevelopment Coordinator	Assistant City Manager	City Manager
KOB _____	CMC 	JMG 

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: November 10, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING ON DECEMBER 8, 2004, TO CONSIDER APPROVING ON FIRST READING, IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 163.3220 – 163.3243, FLORIDA STATUTES, ALSO REFERRED TO AS THE “FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT,” A FIRST ADDENDUM TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE NEW WORLD SYMPHONY, DATED JANUARY 5, 2004, FOR THE DEVELOPMENT OF A PORTION OF THE SURFACE PARKING LOT, BOUNDED BY 17TH STREET TO THE NORTH, NORTH LINCOLN LANE TO THE SOUTH, WASHINGTON AVENUE TO THE EAST AND PENNSYLVANIA AVENUE TO THE WEST, FOR CONSTRUCTION OF AN APPROXIMATELY 50,000 SQUARE FOOT EDUCATIONAL, PERFORMANCE AND INTERNET BROADCAST FACILITY WITH AN EXTERIOR SCREEN (“SOUNDSPACE”), AND AN APPROXIMATELY 320-SPACE (+/-) PUBLIC PARKING GARAGE FACILITY; SAID ADDENDUM SPECIFICALLY AMENDING THE DEVELOPMENT AGREEMENT, REQUIRING THE DEVELOPER TO PROCEED WITH THE DESIGN AND DEVELOPMENT OF ZONE 1, COMPRISING THE PARK AND DREXEL AVENUE BETWEEN NORTH LINCOLN LANE AND 17TH STREET, AT THE OWNER’S COST AND EXPENSE, NOT TO EXCEED \$10,000,000; ZONE 2, COMPRISING THE JACKIE GLEASON THEATER OF THE PERFORMING ARTS (TOPA) ENTRY LANDSCAPING AT THE OWNER’S COST AND EXPENSE, NOT TO EXCEED \$1,150,000; AND ZONE 3, COMPRISING NORTH LINCOLN LANE IMPROVEMENTS, AT OWNER’S COST AND EXPENSE, NOT TO EXCEED \$500,000 .**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On September 8, 2004, the Mayor and City Commission adopted Resolution No. 2004-25681, approving Concept Plan #4 presented by the NWS; referring the issue of the Park design to the Finance and Citywide Projects Committee; requesting the Design Review Board to do a preliminary design review and send it back to City Commission for review and approval; and addressing the parking space issue.

By way of background, Concept Plan #4 provides for Soundspace and related support structures, including the garage, to be situated on the surface parking lot west of Drexel Avenue and for a park and function/performance space area to occupy the lot east of Drexel Avenue. The main entrance lobby and drop-off area would be on Drexel Avenue, with support and classroom space occupying the south side of the lot. The garage would be located on the west side of the lot, with entrance and egress located on Pennsylvania Avenue. In order to enhance the facility's visibility from Lincoln Road and the surrounding area, the main entrance is characterized by a 65-75ft-high architectural element. The plan also calls for Drexel Avenue to meander eastward into the Park between Lincoln Lane and 17th Street, which provides a unique opportunity to integrate Drexel Avenue into the design of Soundspace, creating a true public plaza-type feel and providing the ability to close the street during certain Park-related events. As part of Concept Plan #4, an integrated park component was incorporated in the project site.

Pursuant to the direction of the City Commission on September 8, 2004 and consistent with the Planning Board's August 24, 2004 recommendation that the entire two (2) blocks, including the Park, be designed as an integrated site, Gehry Partners LLP was asked to submit a proposal and cost estimate to undertake design services for the proposed Park. The proposal was submitted for review by the Finance and Citywide Projects Committee at its meeting on October 26, 2004.

It should be noted that as basis for preparing the cost estimate, a coordination meeting was held between Gehry Partners and Chen and Associates, the firm engaged by the City to undertake the City Center right-of-way (ROW) improvement program. The purpose of the meeting was to define the respective firms' scope of work relative to those street improvements immediately surrounding the 17th Street Surface lots. For the purpose of this discussion, Gehry Partners developed a site plan, dividing the site and the immediate area surrounding the site into a series of seven zones, in order to come up with add-alternate pricing for the City's consideration. A site map reflecting these zones is included in the attached cost proposal. The proposal comprises add-alternate pricing for Zone 1, comprising the east surface lot and Drexel Avenue; Zone 2, comprising the area adjacent to TOPA; and Zone 3, encompassing Lincoln Lane. The areas in Zones 4 through 7, either fall under Chen & Associates' scope of work, or shall be decided upon as part of Chen's internal visioning/planning process, to be completed in January, 2005.

The total cost for Zone 1, comprising the park, Drexel Avenue and improvements adjacent to the new garage, has been estimated at \$10 Million in 2008 dollars. It is important to note that this number represents a "build-to" number rather than a set cost for the entire Project.

Zone 2, comprising the TOPA entry landscaping has been estimated a \$1,150,000 and Zone 3, comprising Lincoln Lane improvements, at \$500,000.

During the Finance and Citywide Projects Committee meeting, Commissioner Gross emphasized the importance of enhancing the connection between Convention Center Drive and Lincoln Road via Pennsylvania Avenue.

The City Manager emphasized the fact that even though Gehry Partners was engaged by the NWS, the City will retain discretion over the design of the Project. Furthermore, the NWS has committed to using a Basis of Design (BODR) process, to include community design workshops in developing its plans for the Project.

The Committee recommended in favor of amending the Development Agreement between the City and NWS to expand the NWS' scope to include the design and development of the Zone 1, comprising the park, Drexel Avenue between North Lincoln Lane and 17th Street and improvements adjacent to the new garage, at the Owner's cost and expense, not to exceed \$10,000,000; Zone 2, comprising the Theater of the Performing Arts entry landscaping at the Owner's cost and expense, not to exceed \$1,150,000; and Zone 3, comprising North Lincoln Lane improvements, at the Owner's cost and expense, not to exceed \$500,000. Pursuant to Sections 163.3220-163.3243, Florida Statutes, before entering into, amending, or revoking a development agreement, a local government shall conduct at least two public hearings. As such, the Administration recommends setting the first public hearing for consideration of the proposed amendment on Wednesday, December 8, 2004.

JMG/^{CMC}CMC/KOB

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City Center Park
Preliminary Construction Cost Budget Report

Construction Cost Budget Summary

26 October 2004

1. ZONE 1: City Center Park		\$5,200,000	
(a) Zone 1.1 - New Park		\$4,650,000	
Including Trellis			
(b) Zone 1.2 - Drexel Avenue		\$200,000	
(c) Zone 1.3 - Parking Garage Site Improvements		\$350,000	
2. Detailing and pricing allowance	15%	\$800,000	
3. Escalation contingency	17%	\$1,000,000	
4. GC general conditions and profit	10%	\$700,000	
TOTAL BID COST (2008 Bid Dollars)		\$7,700,000	
5. Construction change order contingency	5%	\$400,000	
6. Owner purchase FF&E		\$0	<i>excluded</i>
7. A & E fees	12%	\$950,000	
SUB TOTAL		\$9,050,000	
8. Project contingency	10%	\$950,000	
TOTAL CAPITAL COST (2008 Bid Dollars)		\$10,000,000	

City Center Park
Preliminary Construction Cost Budget Report

Adjacent Site Improvements- Add Alternate Zones 2 and 3

26 October 2004

ZONE 2 - TOPA ENTRY LANDSCAPING **\$600,000**

Detailing & pricing allowance 15% **\$90,000**

Escalation contingency 17% **\$115,000**

GC general conditions and profit 10% **\$80,000**

TOTAL BID COST (2008 Bid Dollars) **\$885,000**

Construction change order contingency 5% **\$45,000**

A & E fees 12% **\$110,000**

Project contingency 10% **\$110,000**

TOTAL CAPITAL COST (2008 Bid Dollars) **\$1,150,000**

ZONE 3 - LINCOLN LANE IMPROVEMENTS **\$250,000**

Detailing & pricing allowance 15% **\$40,000**

Escalation contingency 17% **\$50,000**

GC general conditions and profit 10% **\$35,000**

TOTAL BID COST (2008 Bid Dollars) **\$375,000**

Construction change order contingency 5% **\$20,000**

A & E fees 12% **\$55,000**

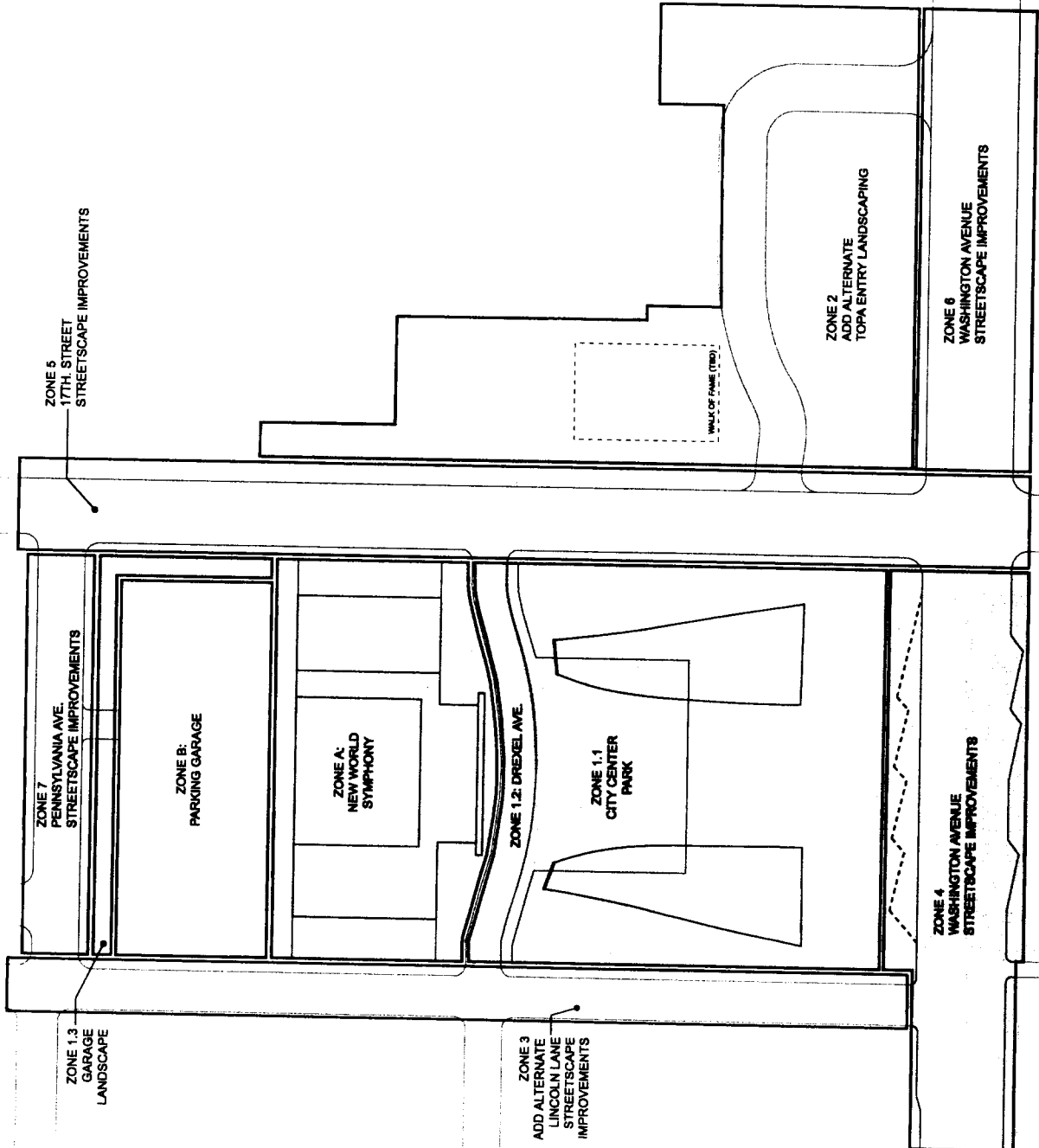
Project contingency 10% **\$50,000**

TOTAL CAPITAL COST (2008 Bid Dollars) **\$500,000**

LEGEND	
NWS DEVELOPMENT SITE	
ZONE A	
ZONE B	
CITY CENTER PARK	
ZONE 1.1 & 1.2	
ZONE 1.3	
ADJACENT SITE IMPROVEMENTS	
PARK ADD ALTERNATES	
ZONE 2	
ZONE 3	
CITY R.O.W. PROGRAM	
ZONE 4	
ZONE 5	
ZONE 6	
ZONE 7	

NEW WORLD SYMPHONY CAMPUS EXPANSION	
DATE: 10/14/10	
BY: J. L. G. / J. L. G.	
ZONE DIAGRAMS	

SK-5.1	
PROJECT NAME	
DATE	
BY	
DATE	



ID	Task Name	2005	2006	2007	2008	2009
1	NWS Building					
2	GP Schematic Design NWS	7/26	3/31			
3	GP Design Development NWS	4/4	9/30	9/29	6/1	7/23
4	GP Contract Documents NWS		10/3	10/2	12/22	6/24
5	NWS Bidding					9/21
6	NWS Construction					
7	Building Commissioning					
8	Parking Garage					
9	Garage Schematic Design	2/4	3/31			
10	Garage Design Development	4/4	9/30	9/29	6/1	
11	Garage Construction Documents		10/3	6/9	12/21	6/26
12	Garage Bidding					
13	Garage Construction					
14	Park					
15	Park SD	10/29	3/31			
16	Park Design Development	4/1	10/13			
17	Park Construction Document		10/14			
18	Park Bidding				6/22	
19	Park Construction				7/1	9/19

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING ON DECEMBER 8, 2004, TO CONSIDER APPROVING ON FIRST READING, IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 163.3220 – 163.3243, FLORIDA STATUTES, ALSO REFERRED TO AS THE “FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT”, A FIRST ADDENDUM TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE NEW WORLD SYMPHONY, DATED JANUARY 5, 2004, FOR THE DEVELOPMENT OF A PORTION OF THE SURFACE PARKING LOT, BOUNDED BY 17TH STREET TO THE NORTH, NORTH LINCOLN LANE TO THE SOUTH, WASHINGTON AVENUE TO THE EAST AND PENNSYLVANIA AVENUE TO THE WEST, FOR CONSTRUCTION OF AN APPROXIMATELY 50,000 SQUARE FOOT EDUCATIONAL, PERFORMANCE AND INTERNET BROADCAST FACILITY WITH AN EXTERIOR SCREEN (“SOUNDSPACE”), AND AN APPROXIMATELY 320-SPACE (+/-) PUBLIC PARKING GARAGE FACILITY; SAID ADDENDUM SPECIFICALLY AMENDING THE DEVELOPMENT AGREEMENT, REQUIRING THE DEVELOPER TO PROCEED WITH THE DESIGN AND DEVELOPMENT OF ZONE 1, COMPRISING THE PARK AND DREXEL AVENUE BETWEEN NORTH LINCOLN LANE AND 17TH STREET, AT THE OWNER’S COST AND EXPENSE, NOT TO EXCEED \$10,000,000; ZONE 2, COMPRISING THE JACKIE GLEASON THEATER OF THE PERFORMING ARTS (TOPA) ENTRY LANDSCAPING AT THE OWNER’S COST AND EXPENSE, NOT TO EXCEED \$1,150,000; AND ZONE 3, COMPRISING NORTH LINCOLN LANE IMPROVEMENTS, AT OWNER’S COST AND EXPENSE, NOT TO EXCEED \$500,000 .

WHEREAS, pursuant to Section 2.2 of the Development Agreement between the City of Miami Beach and the New World Symphony (NWS), dated January 5, 2004, NWS submitted four Project Concept Plan alternatives for its “Sound Space” Project which were reviewed by the Administration on March 29, 2004, and subsequently by the Planning Board on May 25, 2004 and August 24, 2004; and

WHEREAS, on September 8, 2004, the Mayor and City Commission adopted Resolution No. 2004-25681, approving Concept Plan #4 as presented by NWS; referring the issue of the Park design to the Finance and Citywide Projects Committee; requesting the Design Review Board to do a preliminary design review and send it back to City Commission for review and approval; and addressing the parking space issue; and

WHEREAS, pursuant to the direction of the City Commission on September 8, 2004, and consistent with the Planning Board's August 24, 2004 recommendation that the entire two (2) blocks, including the Park, be designed as an integrated site, the Project's Architectural Consultant, Gehry Partners LLP (Gehry Partners) was asked to submit a proposal and cost estimate to undertake design services for the proposed Park; and

WHEREAS, Gehry Partners submitted the proposal and cost estimate for the Park for review by the Finance and Citywide Projects Committee at its meeting on October 26, 2004; and

WHEREAS, as a basis for preparing the cost estimate, Gehry Partners developed a site plan, dividing the 17th Street surface lots (the "Site") and the immediate area surrounding the Site into a series of seven zones, in order to come up with add-alternate pricing for the City's consideration.

WHEREAS, the proposal comprises add-alternate pricing for Zone 1, comprising the Park, Drexel Avenue, between North Lincoln Lane and 17th Street and garage site improvements; Zone 2, comprising the area adjacent to the Jackie Gleason Theater of the Performing Arts (TOPA); and Zone 3, encompassing North Lincoln Lane; and

WHEREAS, the total cost (in 2008 dollars) for Zone 1, comprising the Park, Drexel Avenue between North Lincoln Lane and 17th Street and garage site improvements, has been estimated at \$10 Million; Zone 2, comprising TOPA's entry landscaping has been estimated at \$1,150,000; and Zone 3, comprising North Lincoln Lane improvements, at \$500,000; and

WHEREAS, the City Manager emphasized the fact that even though Gehry Partners would be retained by NWS, the City shall retain discretion over the design of the Project; and

WHEREAS, the NWS has committed to using a Basis of Design (BODR) process, to include community design workshops in developing its plans for the Project; and

WHEREAS, the Finance Committee recommended an amendment to the Development Agreement to expand NWS' scope to include Zone 1, comprising the Park, Drexel Avenue between North Lincoln Lane and 17th Street and garage site improvements, at the Owner's cost and expense, not to exceed \$10,000,000; Zone 2, comprising TOPA's entry landscaping at the Owner's cost and expense, not to exceed \$1,150,000; and Zone 3, comprising North Lincoln Lane improvements, at the Owner's cost and expense, not to exceed \$500,000; and

WHEREAS, pursuant to Sections 163.3220-163.3243, Florida Statutes, before entering into, amending, or revoking a development agreement, a local government shall conduct at least two public hearings.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby set a public hearing at _____ A.M./P.M. on December 8, 2004, to be held in the City Commission Chambers, 3rd Floor, 1700 Convention Center Drive, Miami Beach, FL 33139, to consider approving on First Reading, in accordance with the requirements of Sections 163.3220 – 163.3243, Florida Statutes, also referred to as the "Florida Local Government Development Agreement Act", a First Addendum to the Development Agreement between the City of Miami Beach and the New World Symphony, dated January 5, 2004, for the development of a portion of the surface parking lot, bounded by 17th Street to the North, North Lincoln Lane to the South, Washington Avenue to the east and Pennsylvania Avenue to the west, for construction of an approximately 50,000 square foot educational, performance and internet broadcast facility with an exterior screen ("Soundspace"), and an approximately 320-space (+/-) public parking garage facility; said Addendum specifically amending the Development Agreement, requiring the Developer to proceed with the design and development of Zone 1, comprising the Park, Drexel Avenue between North Lincoln Lane and 17th Street and garage site improvements, at the Owner's cost and expense, not to exceed \$10,000,000; Zone 2, comprising the Jackie Gleason Theater of the Performing Arts' entry landscaping, at the Owner's cost and expense, not to exceed \$1,150,000; and Zone 3, comprising North Lincoln Lane improvements, at the Owner's cost and expense, not to exceed \$500,000.

PASSED and ADOPTED this _____ day of November, 2004.

ATTEST:

CITY CLERK

MAYOR

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

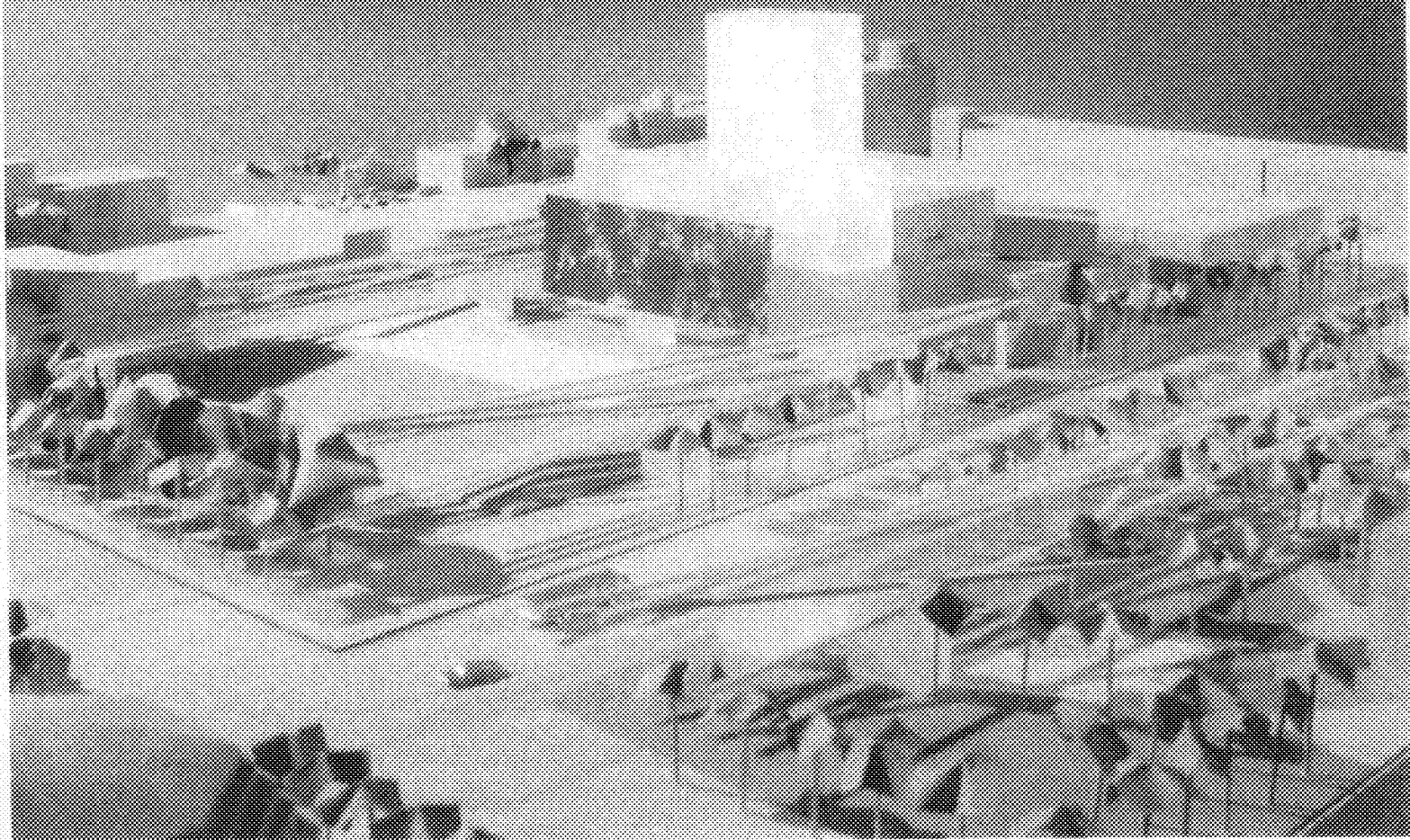


City Attorney

11-2-04
Date

City Center Park Proposal New World Symphony

Gehry Partners, LLP
October 26, 2004



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4. City Center Park Zoning Diagram Page 25

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1. EXECUTIVE SUMMARY

THE NEW WORLD SYMPHONY PROJECT

History

The New World Symphony (NWS) has entered into a Development Agreement with the City of Miami Beach wherein NWS will build a new 700 seat educational performance and internet broadcasting facility not to exceed a building footprint of 50,000 sf and, acting as Developer on behalf of the City, will construct a 320+ space parking garage facility on the Development Site. The site is located on a site bounded by 17th Street to the north, Lincoln Lane to the south, Pennsylvania to the west and Drexel Ave. to the east.

Per the Development Agreement, the New World Symphony presented the concept design for the Development Site to the City Commissioners on Sept 8, 2004. The design submitted by Gehry Partners included an urban design concept for the Development Site as well as the entire block to the east of the Site, encompassing two city blocks. The project design includes the performance venue for NWS, a public parking garage for 475 cars with an option to expand to 644 cars, and a public park on the lot east of Drexel Avenue. The New World Symphony project was presented as an integrated complex designed by the renowned architect Frank Gehry on the two-block site. The Commissioners favorably approved the project concept plan for the location of the NWS building and the parking structure. The Commissioners requested more detailed information regarding the public park to be presented to the Finance Committee for further consideration.

City Center Park Proposal

Per the September 8, 2004 meeting, NWS and Gehry Partners have prepared this proposal with detailed information regarding the Park and improvements for the surrounding area immediately adjacent to the Development Site. The NWS proposes to expand the current agreement with the city to build the Park, with city funding, as part of a larger construction project. This report includes a description of the Park design presented in the concept plan, a cost estimate for the Park, a project schedule and an implementation plan. The combined project on the two city blocks and improvements to the surrounding area is a unique opportunity for the NWS and the City of Miami Beach to combine resources to create a cultural center in the heart of the city.

2. CITY CENTER PARK PROPOSAL

CITY CENTER PARK

A Cultural Park

Gehry Partners presented a design for the project that extends beyond the specific site boundaries and addresses a larger vision for the heart of Miami Beach. At the center of the project is a public park, tentatively referred to here as City Center Park. It is bounded on the north by the Jackie Gleason Theater for Performing Arts, a historically significant existing cultural facility, and to its west, the proposed New World Symphony SoundSpace designed by architect Frank Gehry. A Park has been envisioned for this site for some time, and is a part of the current District Master Plan. City Center Park establishes itself as an important forecourt for the SoundSpace project and creates a celebratory view corridor from Washington Avenue along the east edge of the Park. What results is a strong sense of place and a unique synergistic opportunity for the city to collaborate with the New World Symphony to enrich the cultural life of Miami Beach.

The entire project on both sides of Drexel Avenue will be unified by a cohesive landscape design and plaza design. An important feature of the New World Symphony performance facility is a large exterior video screen, which will allow broadcast images into the Park for performances, festivals and civic events. There is a synergy between the NWS project and the Park that will promote and encourage cultural and education activities in this rare and much needed public open space. See the Concept Plan and Use Diagram and model photographs in Section 3.

Public Amenity and Unique Park Space

This complex will provide a number of public amenities unique in the city. City Center Park will have an outdoor performance venue in close proximity to Lincoln Road and the rich urban street life of Miami Beach. The project accommodates 475 parking spaces, with an option to increase the garage to 644 spaces for visitors to the area. The Park includes a sculptural trellis that will provide shade as well as an attractive artistic feature of the Park's character. The Park will have a fountain as part of the amenities envisioned for the area.

Landscaped Pedestrian Links

City Center Park extends from Lincoln Road to the Convention Center and will create a vital link for pedestrians through the area. The design will also connect the patrons of TOPA to convenient parking at the west end of the site.

The south edge of the Park currently has merchants, retail stores and restaurants along Lincoln Road. This new open space will encourage these merchants to open a second frontage opening off Lincoln Lane facing the Park. There is also a possibility that new uses for the retail frontage on the Park will naturally develop over time to include cafes, restaurants and coffee shops.

Strong Urban Design

The larger proposed project creates a more dramatic urban gesture that is cohesive and deliberate. It reinforces important relationships with the communities on the Park perimeter. The Park is enhanced by the New World Symphony design as a center focus from Washington Avenue and creates an open space link at the entry of two cultural buildings. The design of the NWS building is intended to attract pedestrians from Lincoln Road to the Park and the music events happening in SoundSpace.

Traffic Improvements

Drexel Avenue has been rerouted in this design to curve gently around the New World building. Although the street will remain open to daily traffic, there is the opportunity to close this street for special events.

The concept design also proposes rerouting Lincoln Lane to exit on Washington Ave, as a right turn only. The design concept expands the sidewalks on the South side of the lane to encourage pedestrian traffic and retail use along the street.

The current City Right of Way Program for the City Center Neighborhood includes upgrading the streetscape design along 17th Street: Pennsylvania Avenue and Washington Avenue to enhance this area. The designs for the Right of Way Program can be coordinated with the City Center Park design to create a unique character with landscaping and street lighting for the Park and perimeter streets.

CITY CENTER PARK DESCRIPTION

This section identifies in more detail the basic concepts for the design of the Park and assumptions used for the cost estimate prepared by project consultant, Donnell Consultants, Inc (DCI). Gehry Partners, with NWS, has proposed a comprehensive design plan for the area that extends beyond the scope of the site originally specified in the Development Agreement. For the purposes of this document, the greater area was divided into smaller project zones. Each zone has specific design goals and quality assumptions used in the cost estimate. See the Zone Diagram in Section 4 for a plan outlining the project zones.

DCI has prepared a cost estimate for the proposed City Center Park as defined in Zone 1. This zone includes the entire east lot of the expanded Development site, Drexel Avenue, and landscaping associated with the Parking Garage. At the request of the City Manager, a cost estimate has also been prepared as Add Alternates for the city's consideration for an area greater than the expanded Development Site. The Add Alternates include Zone 2: the area adjacent to TOPA and Zone 3: upgrades to Lincoln Lane. The Add Alternates would also be developed and constructed by the New World Symphony project team, on behalf of the city.

Zone A: New World Symphony SoundSpace Project

Zone A is the site location for the New World Symphony 700-seat educational performance & Internet2 broadcast facility facing the Park along Drexel Avenue. Per the Development Agreement, the building footprint will not exceed 50,000 sf. The budget established for the project includes improvements to the site infrastructure outside the 50,000 sf footprint. This allowance includes landscaping, curbs, sidewalks, plaza entry areas, and service zones. The Gehry team will incorporate the sidewalk and plaza surface treatment in front of the building with the design for Drexel Avenue and the Park plaza so that the finished construction is a cohesive design. Site Improvements within Zone A will be developed by New World Symphony using private funding.

The New World Symphony's mission as an educational facility includes participation with and contribution to the cultural life of the Miami Beach community. It intends to provide programming and opportunities for music education and performances that allow a broad spectrum of events for public participation. One of the unique design features of the building will be a video screen on the primary east façade facing the Park on Drexel Ave. NWS plans to broadcast musical programming and other performances in the Park and plaza on Drexel Ave. Programming for the Park will also feature other cultural organizations, both local and international including dance, film and other forms or musical performances. The video screen can also be utilized by the City of Miami Beach for other cultural and seasonal events planned for Miami Beach.

The specific details of the arrangement between NWS and the City of Miami Beach regarding programming for exterior video screen have not been finalized at this time. The video screen shall not be used by NWS or any other party for the purposes of commercial advertisement other than promotion of events at NWS.

Zone B: Public Parking Garage

The public parking garage is located on the west end of the site along Pennsylvania Avenue. This public parking structure will replace the surface parking currently on the Development Site. The garage is a separate building from the music venue and will be constructed by New World Symphony with funds provided by the City of Miami Beach. The preferred concept design accommodates 475 cars with a generous area for landscaping along the streets. An option for a larger parking garage accommodating 644 cars was also presented in the concept plan. However this option is less desirable due to the increased density on the city block. A smaller parking garage allows more space for landscaping and extending the park green space west to Pennsylvania Ave, unifying the aesthetic feel of the complex. Both garage options are set back from the Pennsylvania Avenue and 17th Street by 25 feet to accommodate a landscape buffer.

Zone 1.1: City Center Park

The proposed City Center Park is on the east lot of the expanded Development Site, extending from Drexel Avenue to the west, to Washington Avenue on the east, with Lincoln Lane on the south edge to 17th Street on the north.

As stated above, a key aspect of the Park design is the synergy created with the NWS building and the exterior screen for cultural performance opportunities in the Park. The Park design includes a large hardscaped public plaza along Drexel Avenue facing the video screen. The design team for the New World Symphony project will utilize their theater expertise to develop sightlines that will accommodate view of on-screen presentations as well as live performances.

As envisioned, the Park design will have a large sculptural trellis designed by Frank Gehry that will provide shade to the Park visitors. The design will have fixed benches and strategically placed lighting to illuminate architectural features and enhance safety. There will be an accommodation for a sound system for public announcements. However the costs for a sound system have not been included in the Park estimate at this time.

Surrounding the paved hardscape portion of the Park is a grassy soft-landscaped area. The cost estimate has included an allowance for a modest water feature in the Park. There are adequate allowances in the budget for demolition, park lighting, electrical hook ups for a future sound system, and irrigation and drainage.

It is important to note that currently there is an electrical vault utilized by Florida Power and Light on the Park site. The city has begun negotiations with FPL to remove the vault on the Development Site. However due to the recent hurricanes the meetings have been postponed. The costs associated with the vault have not been included in the cost projections, pending further information from the city.

Zone 1.2: Drexel Avenue Realignment

The Park design, as conceived, reroutes Drexel Avenue to curve gently in front of the NWS building. The relationship between Drexel Avenue and the New World Symphony building entrance the will require study to integrate all the elements into a successful holistic design for both sides of the street. The design team will integrate the treatment of the street paving with the entry plaza for the NWS and the Park plaza, so that temporarily closing the street events creates a larger plaza for special events and festivals.

The cost estimate assumes the realignment of the street will not require moving utilities below the street. The costs for the curb and sidewalk on the west side of Drexel Avenue are assumed to be part of the NWS project. The curb and

sidewalk for the east Park edge are included in the Park budget. The estimate includes allowances for street lighting relocation and drainage.

Zone 1.3 Parking Garage Landscape

The Zone B parking garage is set back from Pennsylvania Ave and 17th Street to allow a generous landscaped buffer from the building. This area, along with the landscape design for the NWS building, will be similar to the Park design to create a cohesive design across the two city blocks.

The cost estimate for this zone includes irrigation, planting and some paving for sidewalks.

ADJACENT SITE IMPROVEMENTS ZONE 2 THRU 7

Zone 2: Add Alternate Landscaped Entry Area Adjacent To TOPA

Zone 2 is the landscaped area to the south and east of the Jackie Gleason Theater for Performing Arts (TOPA). This report has included an estimate of the costs associated with expanding the Park construction across 17th street to include the area adjacent to the TOPA entry. The expansion of the Park is consistent with the design adopted by the District Master Plan. Urbanistically, the expanded Park concept will allow the NWS design team to develop stronger aesthetic and pedestrian links from the Civic Center to Lincoln Road and create a cohesive park setting within which the cultural facilities nestle. In essence, an expanded City Center Park, now including the TOPA plaza, operates as a forecourt to the performance venues.

The program elements for Zone 2 have not yet been identified. The City has considered several schematic designs for a "Walk of Stars" in this vicinity; however plans to execute this design are currently on hold. Gehry Partners will collaborate with the city to develop a design program for this area in the schematic design phase. The cost estimate does not include an allowance for the construction of "Walk of Stars", and assumes that the City has already provided funding for it elsewhere. Further, because this zone is substantially landscaped, the cost estimate for the add alternate assumes a modest modification of approximately 40% of the area with new planting to match the Zone 1 landscaping. The budget provides allowances for the removal or relocation of some trees, new sod throughout and irrigation for the new planting.

Zone 3: Add Alternate Lincoln Lane Improvements

The concept design for the area has rerouted Lincoln Lane to exit onto Washington Avenue as a right turn only. This modification enables the Park to

gain area, and creates a more efficient traffic flow. A detailed traffic study will be required to evaluate the impact of the new development on this site and revised road configurations.

With the construction of the Park, the Lincoln Road merchants along Lincoln Lane facing the Park will have an opportunity to create a second frontage to take advantage of this new public amenity and increased pedestrian flow. Merchants facing the Park should be encouraged to update and beautify the north facades of the buildings, and perhaps create secondary entrances and openings onto the Park. Over time, there is also the opportunity for restaurants and cafes to open in these buildings and to take advantage of this prime location in close proximity to the cultural city center.

To facilitate this future vision for Lincoln Lane, the design team proposes expanding the sidewalk to 10' wide on the south side of the street, and widening the street to accommodate increased traffic flow. The new sidewalk will extend from Washington to Pennsylvania Ave.

Zone 3 is included in this report as another Add Alternate for the project. See the Zone Diagram in Section 3 for a plan location. The cost estimate for this area includes new sidewalks, and relocating the existing street lighting, and asphalt paving of the roadway. The estimate assumes that utilities below the street will not be relocated. The NWS team proposes to construct this portion of the project and coordinate the design of the streetscape with the Park design using City funding.

Zone 5, 6, And 7: City Center Right Of Way Program

Streetscape Improvements for Washington Avenue, 17th Street, and Pennsylvania Avenue Bordering the Park.

Upgrading the streetscape along the perimeter streets near the Park is a key element for creating a cohesive aesthetic character for this area. The streetscape improvements as envisioned by the design team would include, lighting, additional street trees, benches, and sidewalk surface treatment which coordinate with the overall park aesthetic design.

Currently, 17th Street, portions of Washington Avenue and Pennsylvania Avenue are included in the City Center Neighborhood Right of Way (ROW) Program. This project includes improvements to street infrastructure such as the sewer system and storm drain in addition to streetscape design. The A/E firm Chen and Associates was recently selected to design and construct the improvements for the City Center ROW Program. The specific scope of work for the street improvements has not yet been determined, and concept design for this area of the city has not yet begun with Chen and Associates. The construction timeline for this work roughly coincides with the NWS construction schedule and could

include the Park construction to be completed simultaneously with the NWS opening. The NWS design team intends to collaborate with the City Planning Department and Chen and Associates, to insure a cohesive integration of the streetscape design with the Park and landscaping in this area. Cost estimates for the streetscape design for these streets have not been included in the budget pending further discussions with the City Planning Department.

Costs associated with upgrades to the curb lines, sidewalks and tree planting within the Right of Way have been excluded from the cost analysis for the Zone 1 Park and Adjacent Site Improvements for each of these streets.

Zone 4: City Center Right of Way Program Expanded Scope Washington Avenue between Lincoln Road and 17th Street

The infrastructure and streetscape improvements for the length of Washington Avenue from Lincoln Road to 17th Street have not been included in the scope for the City Center ROW Program with Chen and Associates. This street has been excluded from all the development projects pending a decision from the city regarding the planned MDTA bus parking shown in the District Master Plan.

This section of Washington Avenue would logically be added to the scope of work for the City Center ROW Program. Gehry Partners will coordinate with the City and its design consultant in the design of this area as it defines the east edge of the Park.

DESIGN PROCESS

Frank Gehry and the Gehry Partners design team have recently started the schematic design phase for the New World Symphony building and the Parking Garage. The Park design described in this document, and the cost estimate is not based on a specific program developed with the City, or an actual design for the landscaping or architecture of City Center Park. Development of a schematic design for the Park, in collaboration with the city and the community are the next steps of the process for the realization of this city park. Gehry Partners intends to develop designs for the Park in concert with the design progress of the New World Symphony building, to achieve process efficiencies as well as to facilitate technical and design issues associated with the exterior video screen.

The New World Symphony proposes a process where the team will develop the larger project as a cohesive complex at the heart of the city center. It will utilize the consultants already working on the performance facility to coordinate the added scope of the Park, and adjacent areas. The Gehry Partners design team will collaborate with the City Planning Department, the A/E team for the street capital improvements, and community groups to develop a design that is sensitive to the end user and city budget constraints while creating a unique signature public park for Miami Beach. This proposal offers an implementation strategy for the Park that has been planned for in this location in the city and is a part of the District Master Plan.

A 10-month design process for the Park design will include community workshops and coordination with the City Planning department to determine the design, scope, urban landscaping requirements and the aesthetic look of the Park. The next phase of the project can commence after the city approves the development of the Park and establishes New World Symphony as the developer for the project.

The long term operational and maintenance costs associated with the Park have not been established, due to the preliminary nature of the design. As a city park, the long -term maintenance of the Park and its amenities will be a primary concern. The NWS design team will work with the City and Parks department to develop a Park design that is sensitive to low-maintenance issues and establish landscape and hardscape design appropriate to high pedestrian traffic and public use.

It is important to note that the concept plans as described and depicted in this document do not represent the architectural design of building or the Park. The drawings and models represent conceptual approaches for how the project will relate to the urban context and accommodate the various end-user goals for NWS and the City of Miami Beach.

DESIGN TEAM EXPERIENCE

Gehry Partners has extensive experience working with a large design teams in collaborative efforts to create powerful public parks and urban spaces adjacent to cultural buildings designed by our firm. The most recent examples include the Millennium Park in Chicago and the Walt Disney Concert Hall in Los Angeles. These award winning projects are important examples of projects where private ventures joined forces with county and city planners for projects on publicly owned property that benefited the greater community and established an important new city center.

PROJECT IMPLEMENTATION

The combined project on the two city blocks and improvements to the surrounding area is a unique opportunity for the NWS and the City of Miami Beach to combine resources to create a cultural center in the heart of the city. The overall project increases public amenities such as convenient parking and open park space, while strengthening the connection of public spaces with cultural venues. There is an opportunity for the NWS design team, with architect Frank Gehry, to create a cohesive design that connects two cultural venues with shared park frontage and strengthens the pedestrian flow from the civic center to the retail and restaurant life on Lincoln Road.

This implementation plan of the Park will ensure a unified aesthetic design and create a design opportunity for the Gehry team to create a stronger architectural and urban solution to the many design needs for the area. The technical aspects of the NWS video screen element of the project and its relationship to the Park with sightlines, lighting and sound systems will be better achieved if it is designed by the theater specialist team

City Center Park Proposal
New World Symphony

already assembled for the NWS project. Gehry Partners, with community and city involvement, has agreed to develop the schematic design of the Park during the schematic design phase for the NWS building, streamlining some costs associated with the design fees. Gehry Partners will collaborate with the landscape architect firm and/or a civil engineering firm chosen to complete the documents for Park construction.

The New World Symphony has proposed adding the park design and construction to the scope of their contract as Developer with the City of Miami Beach. The specific vehicle for enabling the Park to be developed by the New World Symphony is an amendment to the current Development Agreement with the city. This document already includes provisions for the NWS to build a public parking garage with city funds at an established budget. New World proposes a similar arrangement to the parking garage, where the City will pay NWS a sum to be established to complete the construction of the new Park adjacent to their new performance venue. A draft proposal of the amendment to the agreement is included in this report in Section 8.

By amending the Development Agreement, the NWS team can streamline management and communication efforts for the coordination of several projects involving the City Planning departments. Consolidating and coordinating the design and construction of the Park with the related projects currently being managed by NWS, provide both cost and time saving benefits to the City and New World Symphony.

A unified project will allow for more options for leveraging the project size to reduce construction costs by utilizing the larger site for phasing the projects. Minimizing the loss of public parking during construction can be achieved easier if one contractor controls the larger site. NWS management of the larger project will insure the Park is completed in a timely manner, streamlining the approval and selection process for all three construction projects.

PRELIMINARY PARK COSTS

City Center Park

The NWS Design Team has prepared a preliminary cost estimate for this proposal for the Park, and the adjacent site improvements. As stated earlier, the Park project has not been designed; therefore the cost estimate cannot represent an accurate picture of construction costs for a completed Park. The design team has developed the estimate based on certain quality assumptions and comparative construction costs based on the team's professional experience. Escalation and contingencies along with an assumption for the design fees for the project area are included as percentages of the projected costs.

The cost estimate in this report is intended to provide an order of magnitude number to assist the city in developing a strategy to identify funding for the Park to be constructed at this time. In the schematic phase of the project, the design team will collaborate with the City to establish the scope, and specific requirements to be included in the Park. This budget is a working tool to start to establish the Park scope and to reconcile it with available city funds for the project.

This estimate represents the capital costs for the project as described in this proposal. There are a number of items that are excluded from the cost estimate and are listed in an appendix to this report in Section 6. These exclusions include utility relocation, project management and legal fees, property surveys, soils reports and geotechnical studies to name a few.

The estimated costs for the City Center Park, which includes the areas described above in Zone 1, are as follows:

1. ZONE 1: City Center Park		\$5,200,000
Zone 1.1 - New Park	\$4,650,000	
Zone 1.2 - Drexel Avenue	\$200,000	
Zone 1.3 - Parking Garage site improvements	\$350,000	
2. Detailing and pricing allowance	15%	\$800,000
3. Escalation contingency	17%	\$1,000,000
4. GC general conditions and profit	10%	\$700,000
TOTAL BID COST (2008 Bid Dollars)		\$7,700,000
5. Construction change order contingency	5%	\$400,000
6. A & E fees	12%	\$950,000
SUB TOTAL		\$9,050,000
7. Project contingency	10%	\$950,000
TOTAL CAPITAL COST (2008 Bid Dollars)		\$10,000,000

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City Center Park Adjacent Site Improvements Add Alternates

In addition to the City Center Park in Zone 1, the design team has estimated the adjacent site improvement for Zone 2, at TOPA and Zone 3, Lincoln Lane, at the request of the City for consideration in addition to the Zone 1 Park construction.

1.	ZONE 2 - TOPA Entry Landscaping		\$600,000
2.	Detailing & pricing allowance	15%	\$90,000
3.	Escalation contingency	17%	\$115,000
4.	GC general conditions and profit	10%	\$80,000
	TOTAL BID COST (2008 Bid Dollars)		\$885,000
5.	Construction change order contingency	5%	\$45,000
6.	A & E fees	12%	\$110,000
7.	Project contingency	10%	\$110,000
	TOTAL CAPITAL COST (2008 Bid Dollars)		\$1,150,000
1.	ZONE 3 - Lincoln Lane Improvements		\$250,000
2..	Detailing & pricing allowance	15%	\$40,000
3.	Escalation contingency	17%	\$50,000
4..	GC general conditions and profit	10%	\$35,000
	TOTAL BID COST (2008 Bid Dollars)		\$375,000
5.	Construction change order contingency	5%	\$20,000
6.	A & E fees (12%)	12%	\$55,000
7.	Project contingency (10%)	10%	\$50,000
	TOTAL CAPITAL COST (2008 Bid Dollars)		\$500,000
	ZONE 4 - City Center ROW Program Scope		EXCLUDED
	ZONE 5 -City Center ROW Program Scope		EXCLUDED
	ZONE 6 -City Center ROW Program Scope		EXCLUDED
	ZONE 7- City Center ROW Program Scope		EXCLUDED

PARK CONSTRUCTION SCHEDULE

The NWS team is proposing a phased construction schedule for the project that will allow the new Park construction to complete simultaneously with the completion of construction of the New World Symphony building. Because of the dependency of the relationship between City Center Park and the NWS building's video screen on the façade facing the Park, it is appropriate that the Park and the building be completed at the same time.

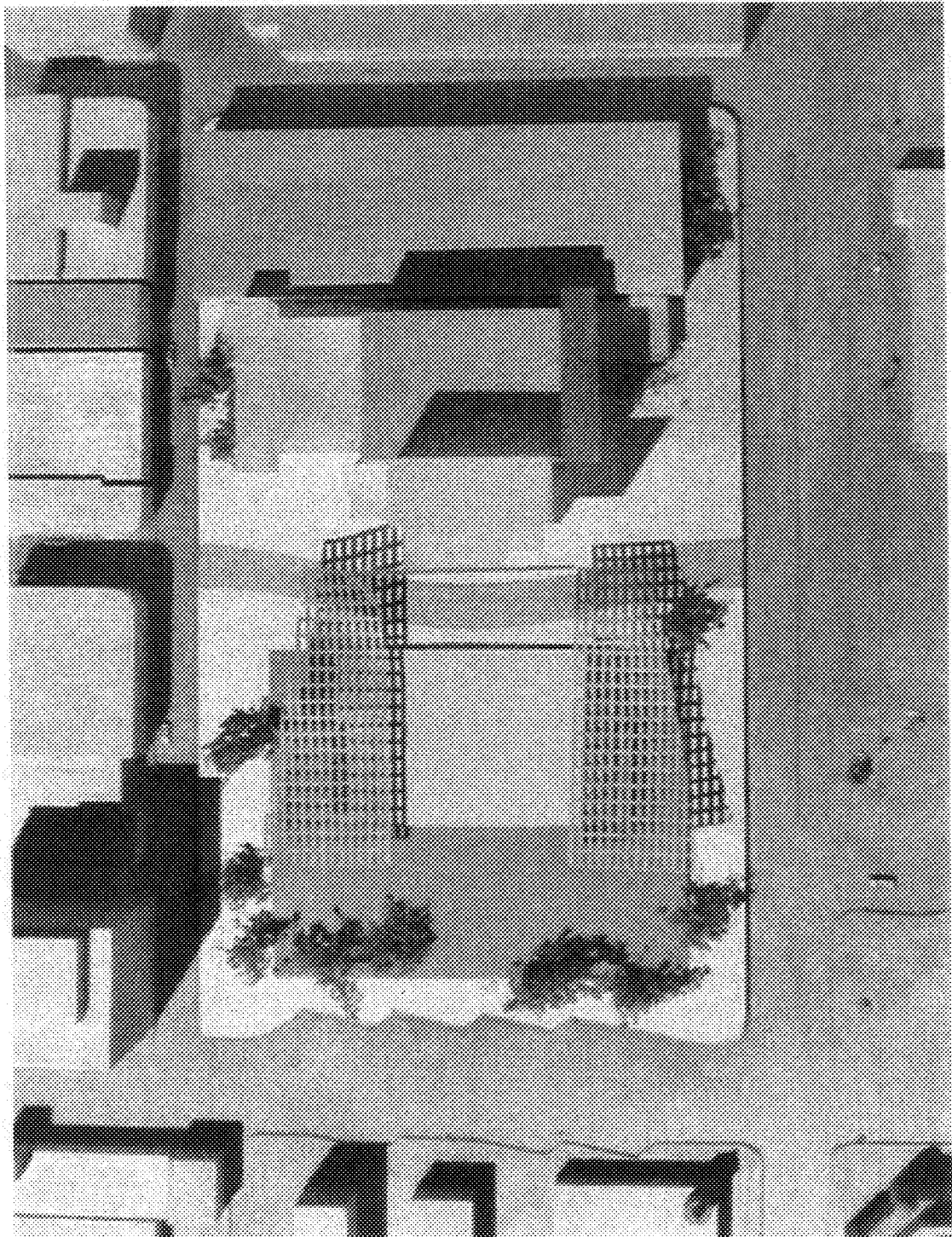
A key concern to the local merchants regarding this project is the loss of parking on the current site and minimizing the construction impact on the neighborhood. The design team is sensitive to this issue and is proposing a schedule that maintains parking in the area, and allows for the desired completion of the Park with the NWS building.

To accomplish this goal, the parking structure has been isolated from the New World Symphony building. This differs from the Concept Design proposal, which had these two buildings joining. This allows the development and construction of the parking garage to be accelerated independently from the NWS building. Separating the buildings has the added cost benefit of simplifying the acoustic isolation issues critical for performance facilities.

A schedule of the construction timelines is included as an appendix to this report in Section 7. The construction of the garage will take approximately fourteen months. The NWS project will require thirty-one months for construction and commissioning. The construction for these projects cannot begin prior to June 2007 as stipulated in the Development Agreement between NWS and the City. With a start date of 6/1/2007 both buildings on the west lot of the site could start construction, while the east lot remains open for public parking. Per the schedule, the garage could be complete and operational as a public parking lot by July of 2008, fifteen months prior to the completion of the NWS building. Therefore, in July of 2008, parking in the east lot could be relocated to the new garage, and construction could begin on the new Park, Lincoln Lane and Drexel Avenue. The entry at TOPA would also be completed in this time frame. The streetscape upgrades for the perimeters of the Park could be incorporated into the construction schedule for the City Center ROW Program to be complete by January of 2009. By September of 2009, all three projects would be complete and ready for the NWS 2009-2010 season opening in October.

The project schedule has a significant time and cost savings associated with consolidating the three projects. This schedule streamlines the process, and allows for a better architectural and urban project overall.

3. CONCEPT PLAN

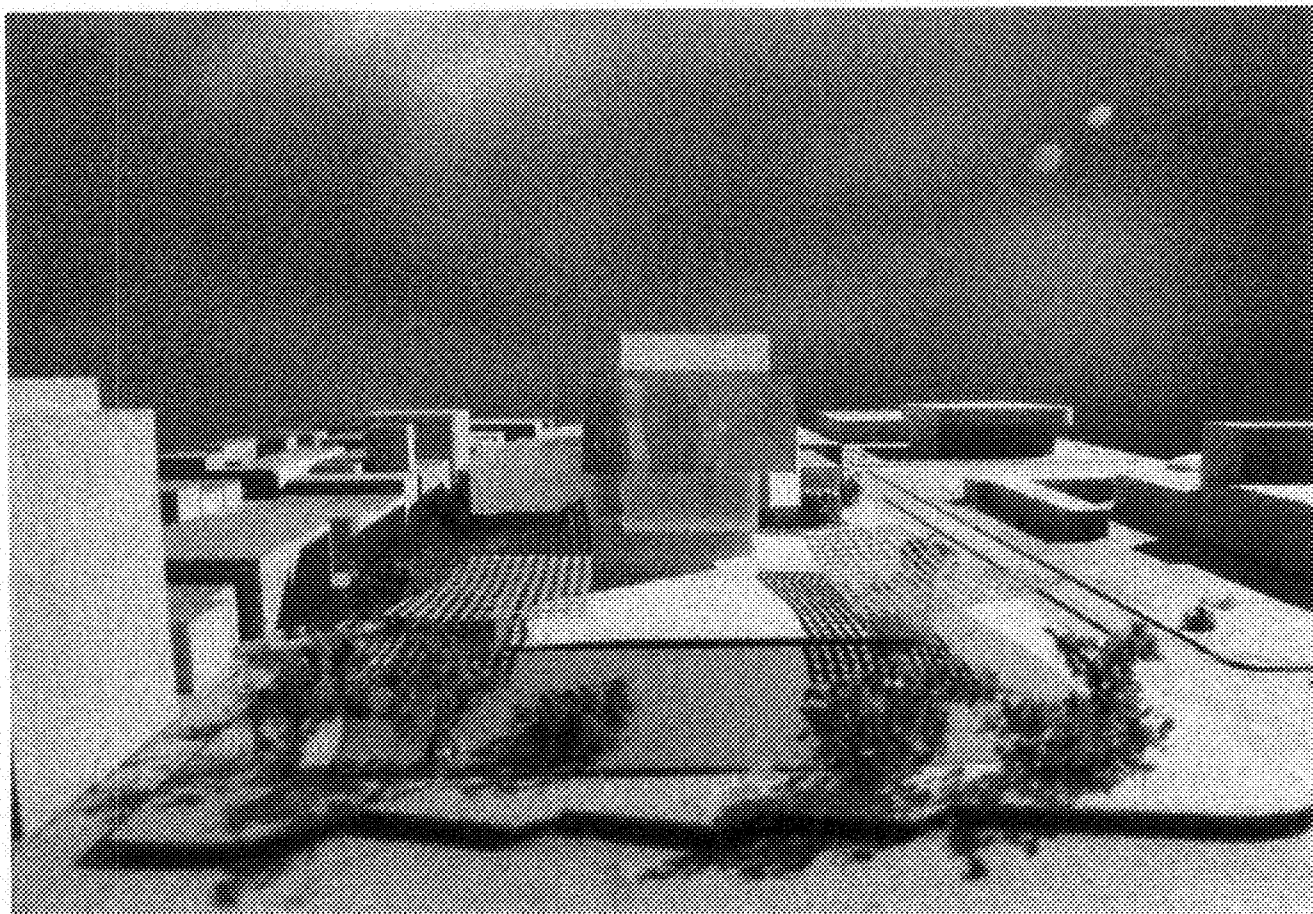


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Concept Plan
Plan View

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New World Symphony

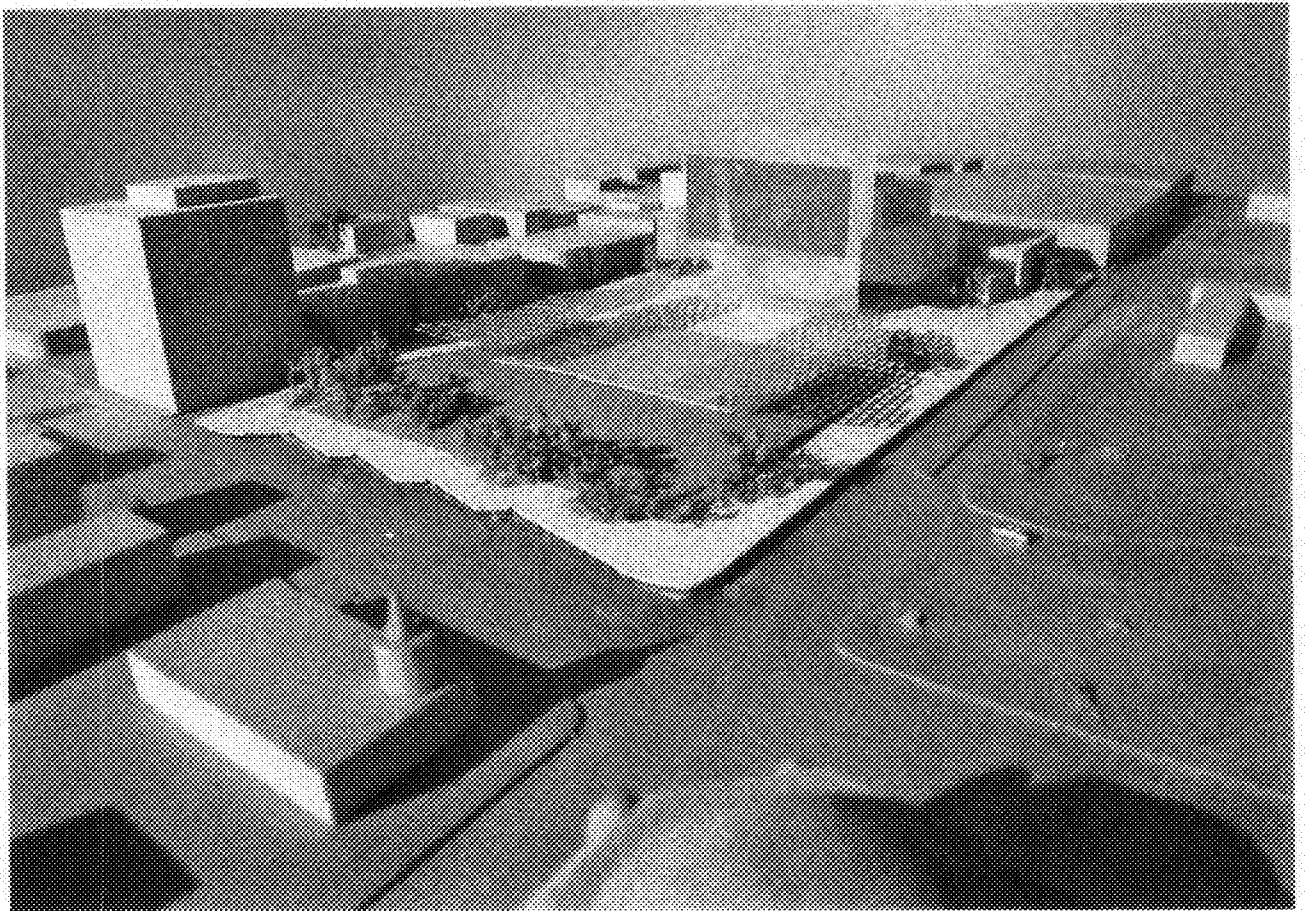


New World Symphony 2003-2005
Gehry Partners, LLP
October 26, 2004

Concept Plan
View from East

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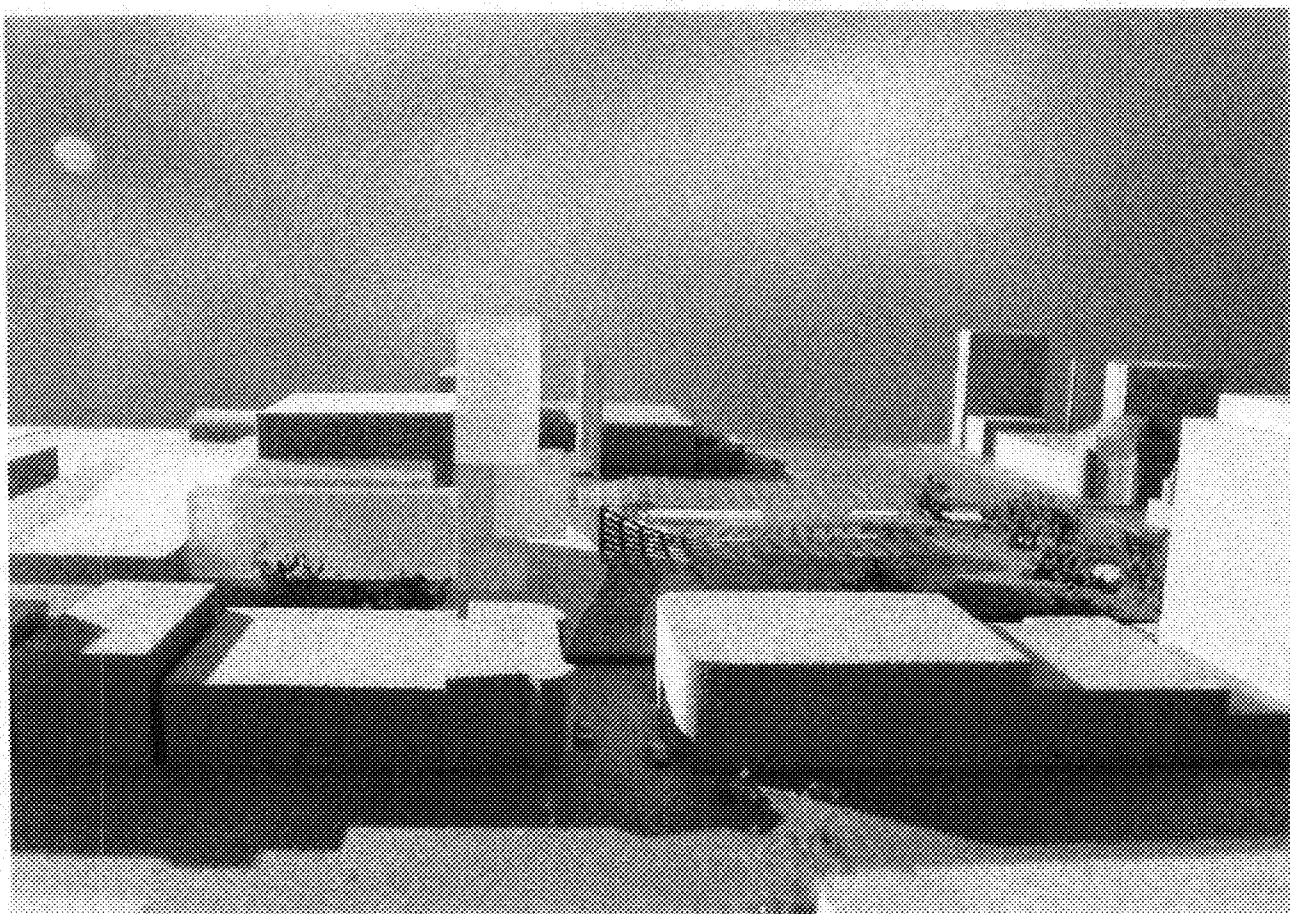
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Concept Plan
View from North East

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4. CITY CENTER PARK ZONING DIAGRAM

5. GEHRY PARTNERS, LLP. EXPERIENCE

GEHRY PARTNERS, LLP

Gehry Partners, LLP is a full service firm with broad international experience in museum, theater, performance, academic, and commercial projects.

Founded in 1962 and located in Los Angeles, California, Gehry Partners currently has a staff of over 135 people. Every project undertaken by Gehry Partners is designed personally and directly by Frank Gehry. All of the resources of the firm and the extensive experience of the firm's senior partners are available to assist in the design effort and to carry this effort forward through technical development and construction administration. At the heart of the firm's approach to design is a method in which the client is brought fully into the design process as a member of the design team, making the design a true collaboration between architect and client. The design process is based on extensive physical modeling at multiple scales, in which both the functional and formal aspects of a project are explored in detail. Very early in the process, actual building materials and large-scale mock-ups are employed to promote understanding of the design among all involved parties. Working simultaneously with the formal image at the urban scale and with materials and building systems at the detail level, every project undertaken by Gehry Partners evolves in response to the specific programmatic and budgetary goals defined by the client. The staff of Gehry Partners includes a large number of senior architects who have extensive experience in the technical development of building systems and construction documents and who are highly qualified in the management of complex construction projects. In addition, the firm relies on the use of CATIA, a highly sophisticated 3-dimensional computer modeling program originally created for use by the aerospace industry, to thoroughly document designs and to rationalize the bidding, fabrication, and construction process.

The work of Gehry Partners has been featured widely in national and international newspapers and magazines, and has been exhibited in major museums throughout the world. Recent and current projects include: the Guggenheim Museum Bilbao in Bilbao, Spain; the DZ Bank Building, a mixed-use building adjacent to the Brandenburg Gate in Berlin, Germany; Der Neue Zollhof, an office complex in Düsseldorf, Germany; the Experience Music Project in Seattle, Washington; the Ohr-O'Keefe Museum in Biloxi, Mississippi; the Bard College Performing Arts Center in Annandale-on-Hudson, New York; the Peter B. Lewis Campus of the Weatherhead School of Management at Case Western Reserve University in Cleveland, Ohio; the Vontz Center for Molecular Studies at the University of Cincinnati in Cincinnati, Ohio; the Millennium Park Music Pavilion and Great Lawn in Chicago, Illinois; the Corcoran Gallery and School of Art in Washington, DC; the Marques de Riscal Winery in Elciego, Spain;

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Maggie's Centre, a cancer patient care center in Dundee, Scotland; the Team Disneyland Administration Building in Anaheim, California; the Nationale-Nederlanden Building in Prague, Czech Republic; the EMR Communication and Technology Center in Bad Oeynhausen, Germany; the Frederick R. Weisman Art Museum at the University of Minnesota in Minneapolis, Minnesota; the University of Toledo Center for the Visual Arts in Toledo, Ohio; the Vila Olimpica Retail and Commercial Complex in Barcelona, Spain; the Walt Disney Concert Hall in Los Angeles, California; the Chiat/Day Office Building in Venice, California; the Vitra International Furniture Museum and Factory in Weil am Rhein, Germany; and the Vitra International Headquarters in Basel, Switzerland.

FRANK GEHRY PROFESSIONAL EXPERIENCE

Raised in Toronto, Canada, Frank Gehry moved with his family to Los Angeles in 1947. Mr. Gehry received his Bachelor of Architecture degree from the University of Southern California in 1954, and he studied City Planning at the Harvard University Graduate School of Design. In subsequent years, Mr. Gehry has built an architectural career that has spanned four decades and produced public and private buildings in America, Europe and Asia. In an article published in The New York Times in November, 1989, noted architecture critic Paul Goldberger wrote that Mr. Gehry's "buildings are powerful essays in primal geometric form and... materials, and from an aesthetic standpoint they are among the most profound and brilliant works of architecture of our time." His work has earned Mr. Gehry several of the most significant awards in the architectural field, including the Arnold W. Brunner Memorial Prize in Architecture, the Pritzker Prize, the Wolf Prize in Art (Architecture), the Praemium Imperiale Award, the Dorothy and Lillian Gish Award, the National Medal of Arts, the Friedrich Kiesler Prize, the American Institute of Architects Gold Medal, and the Royal Institute of British Architects Gold Medal.

Recent and current projects include: the Walt Disney Concert Hall in Los Angeles, California; the Guggenheim Museum Bilbao in Bilbao, Spain; the DZ Bank Building, a mixed-use building adjacent to the Brandenburg Gate in Berlin, Germany; Der Neue Zollhof, an office complex in Düsseldorf, Germany; the Experience Music Project in Seattle, Washington; the Ohr-O'Keefe Museum in Biloxi, Mississippi; the Bard College Performing Arts Center in Annandale-on-Hudson, New York; the Peter B. Lewis Campus of the Weatherhead School of Management at Case Western Reserve University in Cleveland, Ohio; the Vontz Center for Molecular Studies at the University of Cincinnati in Cincinnati, Ohio; the Millennium Park Music Pavilion and Great Lawn in Chicago, Illinois; the Corcoran Gallery and School of Art in Washington, DC; the Marques de Riscal Winery in Elciego, Spain; Maggie's Centre, a cancer patient care center in Dundee, Scotland; the Team Disneyland Administration Building in Anaheim, California; the Nationale-Nederlanden Building in Prague, Czech Republic; the EMR Communication and Technology Center in Bad Oeynhausen, Germany; the Frederick R. Weisman Art Museum at the University of Minnesota in Minneapolis, Minnesota; the University of Toledo Center for the Visual Arts in Toledo, Ohio; the Vila Olimpica Retail and Commercial Complex in Barcelona, Spain; the Chiat/Day Office Building in Venice, California; the Vitra International Furniture Museum and Factory in Weil am Rhein, Germany; and the Vitra International Headquarters in Basel, Switzerland.

TERRY BELL
PARTNER
PROFESSIONAL EXPERIENCE

Terry Bell received a Bachelor of Architecture degree from Ohio State University in 1978 and Master of Architecture degree from Ohio State University in 1981. Mr. Bell then joined Skidmore, Owings & Merrill as a Project Architect and Technical Coordinator, where he worked for nine years. In 1991, Mr. Bell joined Karlsberger Architect as a Project Architect and Senior Technical Coordinator.

Terry Bell joined Gehry Partners in October, 1994, bringing over 14 of years experience in design and technical coordination to the firm.

PROJECT EXPERIENCE

Mr. Bell's experience with Gehry Partners includes the following projects:

WALT DISNEY CONCERT HALL -- Los Angeles, California; a 2,400 seat concert hall with extensive back stage areas, practice rooms, a pre-concert area, a choral room, an underground parking garage, a café, a retail store and a garden.

EXPERIENCE MUSIC PROJECT -- Seattle, Washington; a 110,000 square foot interactive music museum, including exhibition spaces, a 200 seat auditorium, a 150 seat theater space with a movable seating platform, a live performance area, collection storage and preparation spaces, administrative offices, a café and a bookstore.

UNIVERSITY OF CINCINNATI CENTER FOR MOLECULAR STUDIES -- Cincinnati, Ohio; a 132,000 square foot state-of-the-art laboratory building for neuroscience and cancer research, including laboratory spaces, classrooms, administrative offices, and mechanical and storage spaces.

DER NEUE ZOLLHOF -- Dusseldorf, Germany; a 28,000 square meter office development in three distinct buildings located on the Rhine River.

THE LEWIS RESIDENCE -- Cleveland, Ohio; a 25,000 square foot private residence designed in collaboration with Philip Johnson and several internationally recognized artists.

Mr. Bell's experience prior to joining Gehry Partners includes the following projects:

CHILDREN'S HOSPITAL OF PHILADELPHIA INTERIOR RENOVATIONS -- Philadelphia, Pennsylvania; a \$100,000,000 renovation of an existing nine story atrium including new hospital entrance, new emergency department and entrance with canopy, 42 bed NICU, 20 bed CICU, 22 bed PICU, Cath Lab, MRI suite, Oncology suite, renovations to all inpatients units, master utility upgrades and other miscellaneous renovations.

THE ANTONACCI RESIDENCE -- Pelham, New York

1540-1548 BROADWAY -- New York, New York; a 44 story, 1,250,000 square foot mixed use building in Times Square including 36 floors of office space, a 6 story retail atrium, and a quadruplex theater.

DULLES INTERNATIONAL AIRPORT MAIN TERMINAL EXPANSION -- Washington, D.C.; a 1,000,000 square foot addition and renovation to Saarinen's original terminal.

Mr. Bell's experience prior to joining Gehry Partners (continued):

DULLES INTERNATIONAL AIRPORT, INTERIM PROJECTS -- Washington, D.C.: airport renovations including four building additions, two 250 foot long enclosed pedestrian bridges and 250,000 square feet of interior renovations.

SILVER BROOK CORPORATE CENTER -- Bloomfield, Connecticut; a suburban mixed use development consisting of a 6 story, 420,000 square foot office building, a 2 story, 110,000 square foot retail building and two free standing parking garages.

UNITED WAY OF FRANKLIN COUNTY -- Columbus, Ohio; a \$3,000,000 renovation of an existing office building.

ST. VINCENT'S HOSPITAL OF NEW YORK EXECUTIVE OFFICE SUITE -- New York, New York; the design and construction of a \$1,000,000 executive office suite.

MERRILL LYNCH WORLD FINANCIAL CENTER -- New York, New York; a 4,000,000 square foot interior project including the design and construction of trading floors, executive offices, boardrooms, cafeterias, a TV studio and other office spaces, with extensive base building modifications.

CHASE LITTLEDOWN -- United Kingdom; a 4 story, 300,000 square foot operations facility with a 6 story atrium topped by a barrel vaulted skylight running the length of the building.

CHASE -- Lima, Peru; a 3 story, 150,000 square foot operations building.

CHASE -- Santo Domingo; a 2 story, 100,000 square foot operations building.

NEW YORK TIMES 15TH FLOOR ALTERATIONS -- New York, New York; the design and construction of an audio/visual presentation room.

HYATT REGENCY HOTEL -- Greenwich, Connecticut; a 4 story, 350 room hotel organized around a skylight covered interior courtyard.

HOTEL SOFFITEL -- Toledo Ohio; a 300 room, 25 story hotel.

HANCOCK COUNTY JAIL -- Findley, Ohio

EDUCATION

Bachelor in Architecture, The Ohio State University, Columbus Ohio, June, 1978

Master of Architecture, The Ohio State University, Fall, 1981

Diploma, Seminar Studio in Architecture, The Catholic University of America, August, 1980

REGISTRATION

Registered in the States of Illinois, Ohio and New York

CRAIG WEBB
PARTNER
PROFESSIONAL EXPERIENCE

Craig Webb received a Bachelor of Arts in Architecture from Princeton University in 1974 and a Master of Architecture from the University of Southern California in 1976. He began his professional career with Albert C. Martin and Associates, where he worked as Senior Design Architect on projects such as the Wells Fargo Building, the Burns Fine Arts Center at Loyola Marymount University, the Interchange Plaza, and the United Overseas Bank in Singapore.

In 1985, Mr. Webb joined Barton Myers Associates. As Senior Associate/Design Architect, he worked on numerous theater and performing arts facilities, including the Cerritos Community Arts Center in Cerritos, California, the Fremont Cultural Arts Center Competition, and the Toronto Ballet Opera House Competition.

Mr. Webb joined Gehry Partners in 1989. His work at the firm has focused intensively on theaters, performance spaces, and arts facilities, and he has worked with many of the best consultants in the world. He has extended knowledge in this building type from an aesthetic, technical and historical point of view.

PROJECT EXPERIENCE

Mr. Webb's experience with Gehry Partners includes the following projects:

BARD COLLEGE PERFORMING ARTS CENTER -- Annandale-on-Hudson, New York; a 110,000 square foot performing arts facility, including an 800 seat multi-use theater, a 200 seat multi-use theater, offices, and ancillary support spaces.

RAY & MARIA STATA CENTER AT THE MASSACHUSETTS INSTITUTE OF TECHNOLOGY -- Cambridge, Massachusetts; a 420,000 square foot computer sciences building including research laboratories, offices, lecture rooms, and related support spaces.

PRINCETON UNIVERSITY SCIENCE LIBRARY -- Princeton, New Jersey; an 85,000 square foot academic facility including classrooms, offices, libraries, research spaces, a café, and related support facilities.

MILLENNIUM PARK MUSIC PAVILION -- Chicago, Illinois; an open air music pavilion accommodating approximately 9000 visitors and including an orchestra stage house, a choral terrace, warm-up rooms and ancillary support areas.

WALT DISNEY CONCERT HALL -- Los Angeles, California; a 2,300 seat concert hall with extensive back stage areas, practice rooms, a pre-concert area, a choral room, an underground parking garage, a café, a retail store and a garden.

THE OHR-O'KEEFE MUSEUM -- Biloxi, Mississippi; a 25,500 square foot arts campus consisting of five distinct buildings housing exhibition spaces, studio facilities, offices, a retail store, a café, and ancillary support spaces.

JERUSALEM MUSEUM OF TOLERANCE -- Jerusalem, Israel; a 14,000 square meter exhibition and conference center, including exhibition galleries, conference and meeting facilities, a multi-use great hall, a library, a café, and a movie theater.

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New World Symphony

Mr. Webb's project experience with Gehry Partners (continued):

EXPERIENCE MUSIC PROJECT -- Seattle, Washington; a 110,000 square foot interactive music museum, including exhibition spaces, a 200 seat auditorium, a 150 seat theater space with a movable seating platform, a live performance area, collection storage and preparation spaces, administrative offices, a café and a bookstore.

DZ BANK BUILDING -- Berlin, Germany; a 20,000 square meter mixed-use office and residential building adjacent to the Brandenburg Gate.

DER NEUE ZOLLHOF -- Dusseldorf, Germany; a 28,000 square meter office development in three distinct buildings located on the Rhine River.

THE LEWIS RESIDENCE -- Cleveland, Ohio; a 25,000 square foot private residence designed in collaboration with Philip Johnson and several internationally recognized artists.

CHIAT/DAY HEADQUARTERS -- Venice, California; a 75,000 square foot office building.

Mr. Webb's experience prior to joining Gehry Partners includes the following projects:

CERRITOS COMMUNITY ARTS CENTER -- Cerritos, California; Project Designer/Project Architect for a 130,000 square foot, 1,850 seat multi-form theater.

FIRST STREET PROPERTIES -- Los Angeles, California; Project Designer for a 4.5 million square foot masterplanning project for the County of Los Angeles.

SANTA MONICA CIVIC IMPROVEMENT PROGRAM -- Santa Monica, California; Project Designer for a large scale planning project with a variety of objectives, from an examination of the adaptive re-use of the Civic Auditorium to an investigation of alternative commercial developments for the Civic Center site.

WELLS FARGO BUILDING -- Los Angeles, California; Project Designer for a 1 million square foot office building with a 550 car parking garage.

THE BURNS FINE ARTS CENTER -- Loyola Marymount University, Westchester, California; Project Designer for a 50,000 square foot art gallery, 200 seat recital hall, school of music and painting, sculpture and dance studios.

HEWLETT PACKARD MANCHESTER SALES OFFICE -- Los Angeles, California; Project Designer for a 160,000 square foot office building.

INTERCHANGE PLAZA -- Los Angeles, California; Project Designer for a 660,000 square foot, plus a 638 car parking garage.

EDUCATION

Princeton University, Bachelor of Arts in Architecture, 1974

University of Southern California, Master of Architecture, 1976

REGISTRATION

Registered Architect, State of California

WALT DISNEY CONCERT HALL

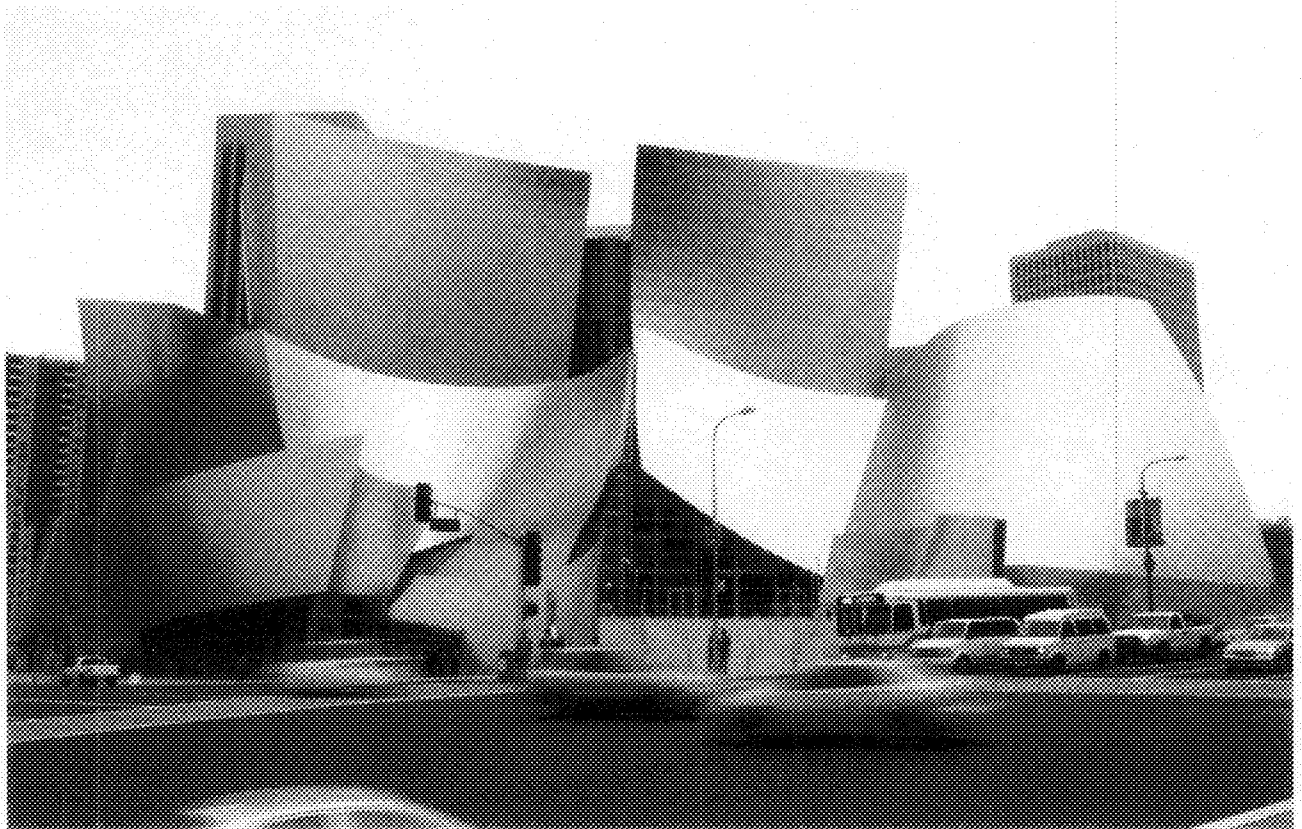
Los Angeles, California

Located on a historically and culturally prominent downtown site, the Walt Disney Concert Hall is the permanent home of the Los Angeles Philharmonic. The Concert Hall is situated on historic Bunker Hill at the intersection of First Street and Grand Avenue, adjacent to the existing Music Center of Los Angeles. The Concert Hall is located in the center of the site, which consists of one city block. The majority of the site is devoted to gardens, accessible not only from the Hall but from the adjacent streets. An entry plaza is located at the corner of First and Grand to relate the facility to the existing Music Center, and a secondary entry plaza is located at the corner of Second and Grand to provide primary access to the gardens. Unlike most concert halls, the building lobby is accessible from the street and it remains open during the day; large operable glass panels will provide maximum accessibility to various amenities including a gift shop, a restaurant and cafe, an underground parking garage, and a pre-concert performance space. The pre-concert performance space is used for performance-related lectures, educational programs, and other scheduled and impromptu performances throughout the day.

The focus of the design is the 2,265-seat Concert Hall, whose interior and form are a direct expression of acoustical parameters, resulting in both visual and acoustic intimacy. Seating surrounds the orchestra platform. The wood walls and the sail-like wooden ceiling forms give one the impression of being within a great ship inside the walls of the hall. A pipe organ designed in conjunction with the interiors occupies a central position between the seating blocks at stage rear. Skylights and a large window at the rear of the Hall allows natural light to enhance daytime concerts.

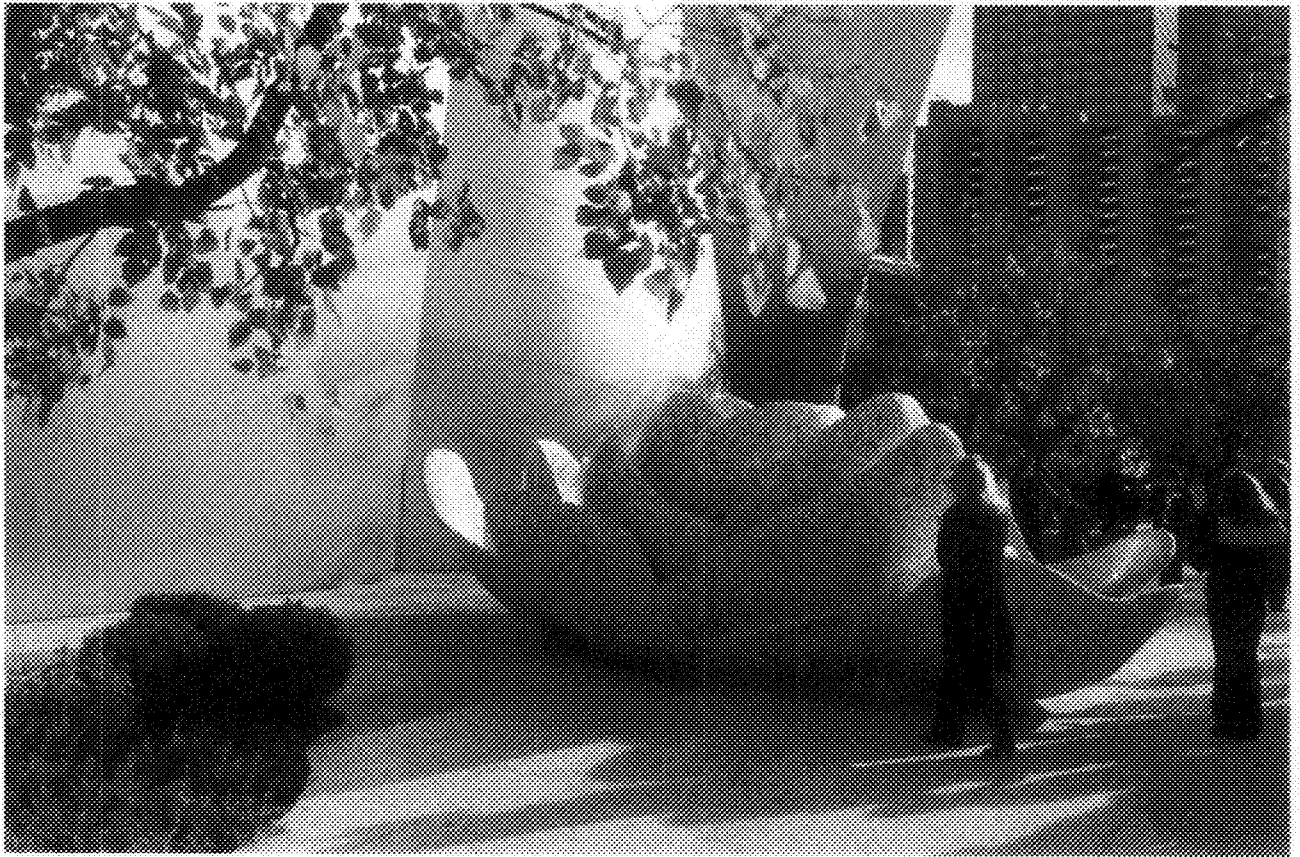
The exterior of the Concert Hall is clad in stainless steel panels. The building's orientation, combined with the curving and folding exterior walls present highly sculptural compositions as viewers move along Grand Avenue and through the surrounding gardens and plazas. An extensive backstage technical area surrounds the Hall and opens onto a private garden for musicians. The Roy and Edna Disney 250 seat multi use blackbox theater for California Institute of the Arts (CalArts) programs is included in the base of the building with direct street access from Hope & Second. This facility together with its separate lobby, art gallery and café is now CalArts major venue in the city of Los Angeles. A 2,500-car garage on six levels is located below the hall with access from three surrounding streets. Concert-goers arrive in the foyer from the garage by way of an escalator cascade, providing unique opportunities for art installations.

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New World Symphony



Walt Disney Concert Hall

New World Symphony 2003-2015
Gehry Partners, LLP
October 26, 2004



Walt Disney Concert Hall

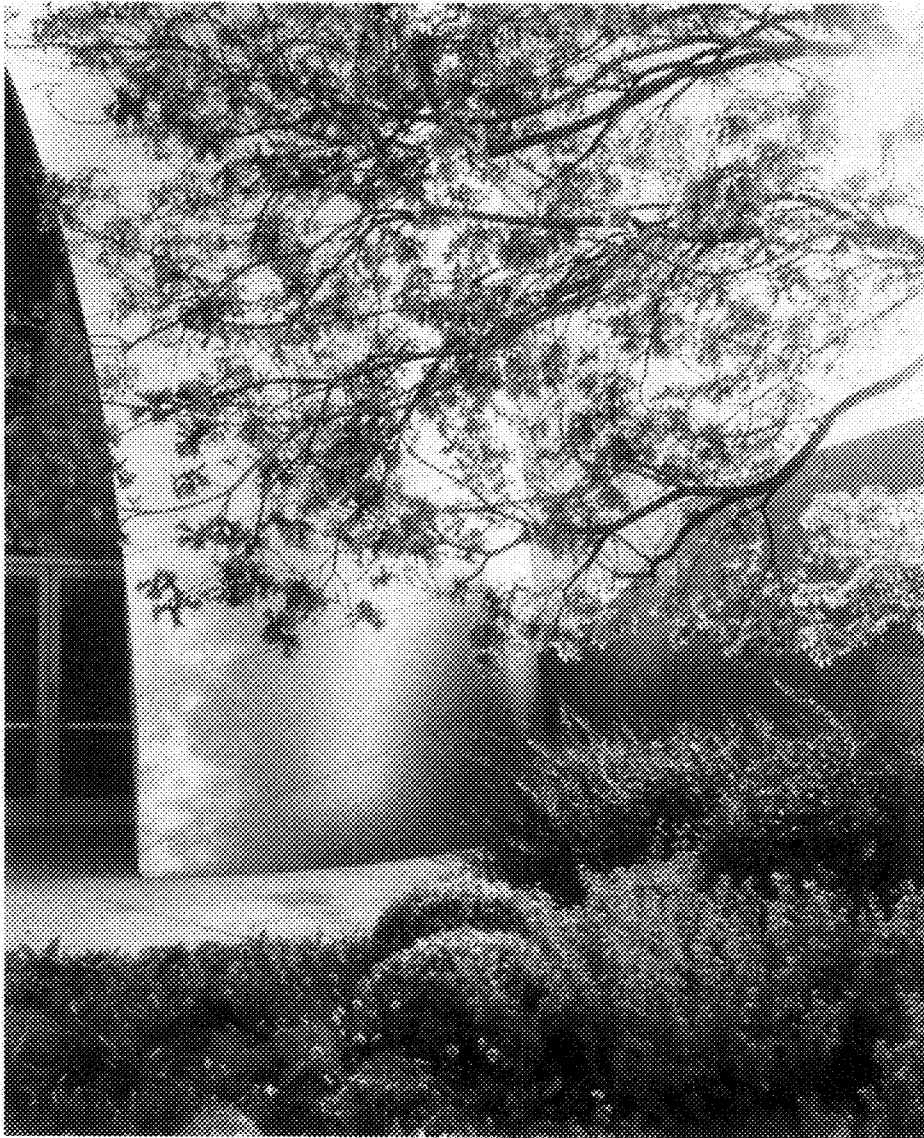
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Walt Disney Concert Hall

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Walt Disney Concert Hall

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Gabry Partners, LLP
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New World Symphony



Walt Disney Concert Hall

New World Symphony 2005-06
Osney Partners, LLP
October 26, 2004

THE JAY PRITZKER PAVILION

Chicago, Illinois

Located in Grant Park between Michigan Avenue and Columbus Drive along the edge of Lake Michigan, the Jay Pritzker Pavilion is an open-air venue featuring performances by the Grant Park Symphony Orchestra, as well as jazz, blues, and other world music performances.

The Pavilion is a highly sculptural design element clad in stainless steel panels. The stage area is clad in Douglas Fir. The Pavilion is visible from surrounding city streets and is intended to act as a focal point for the new Millennium Park. The Pavilion features a series of portable risers that will accommodate an orchestra of up to 120 musicians, and a choral terrace that will accommodate a choir of up to 150 members. Back stage areas are shared with the adjacent Music and Dance Theater. Large glass doors allow the Pavilion to be used during winter months for public functions including banquets, receptions, and lectures. A decorative lighting system enhances the Pavilion with colored light washes and projections during evening performances.

Seating for the audience is provided in two areas. The main seating area accommodates up to 4,000 people in fixed seats and is located immediately adjacent to the Pavilion. Beyond the main seating area, a lawn area accommodates up to an additional 7,000 people in a more informal environment.

Performance sound is reinforced and enhanced by speaker clusters located in front of the Pavilion. In addition, a distributed reinforcement and enhancement sound system is suspended from a trellis that spans the entire 600 foot length and 300 foot width of the lawn area. This sound system gives the audience a fuller sense of the onstage sound and controls the sound level in the surrounding neighborhood. The trellis, in the shape of a flattened dome, is constructed of curved steel pipes typically spaced 65 feet apart. The trellis is supported by cylindrical concrete pylons clad in stainless steel panels.

The Pavilion is located atop a three level underground parking structure. A bus way and metro rail tracks which run adjacent to Grant Park pass beneath the Pavilion at the lowest level of the parking structure.

The design of the Millennium Park Music Pavilion & Great Lawn includes a pedestrian bridge that provides access between the Music Pavilion and the area of Grant Park that is located East of Columbus Drive and directly adjacent to Lake Michigan. Columbus Drive, a multiple lane, high speed, grade separated thoroughfare, is a significant physical barrier between the Eastern and Western areas of Grant Park. The new pedestrian bridge creates a handicapped accessible path linking these two areas of the park. As pedestrians traverse the bridge, they gently rise above street level and the tree canopy, and experience wonderful views of the Music Pavilion, the park and the city as they cross Columbus Drive. The bridge presents a thin profile as it passes above Columbus Drive, while on either edge of Columbus Drive the sides of the bridge widen as they slope gently to the ground. Along the edge of the Music Pavilion & Great Lawn the sloped sides of the bridge form a berm that substantially lowers the level of road noise entering the seating and stage areas of the venue. The bridge is clad in brushed stainless steel panels similar to the cladding of the Music Pavilion. The Music Pavilion and the pedestrian bridge respond to one another sculpturally within the landscape of the park, allowing the bridge to function as a key link in the spatial sequence connecting the tight urban fabric of Chicago directly to the Lakefront.

City Center Park Proposal
New World Symphony



Millennium Park Chicago

New World Symphony 2003-005
Gehry Partners, LLP
October 26, 2004

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Millennium Park Chicago

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City Center Park Proposal
New World Symphony



Millennium Park Chicago

New World Symphony 2003.0615
Gehry Partners, L.P.
October 26, 2004

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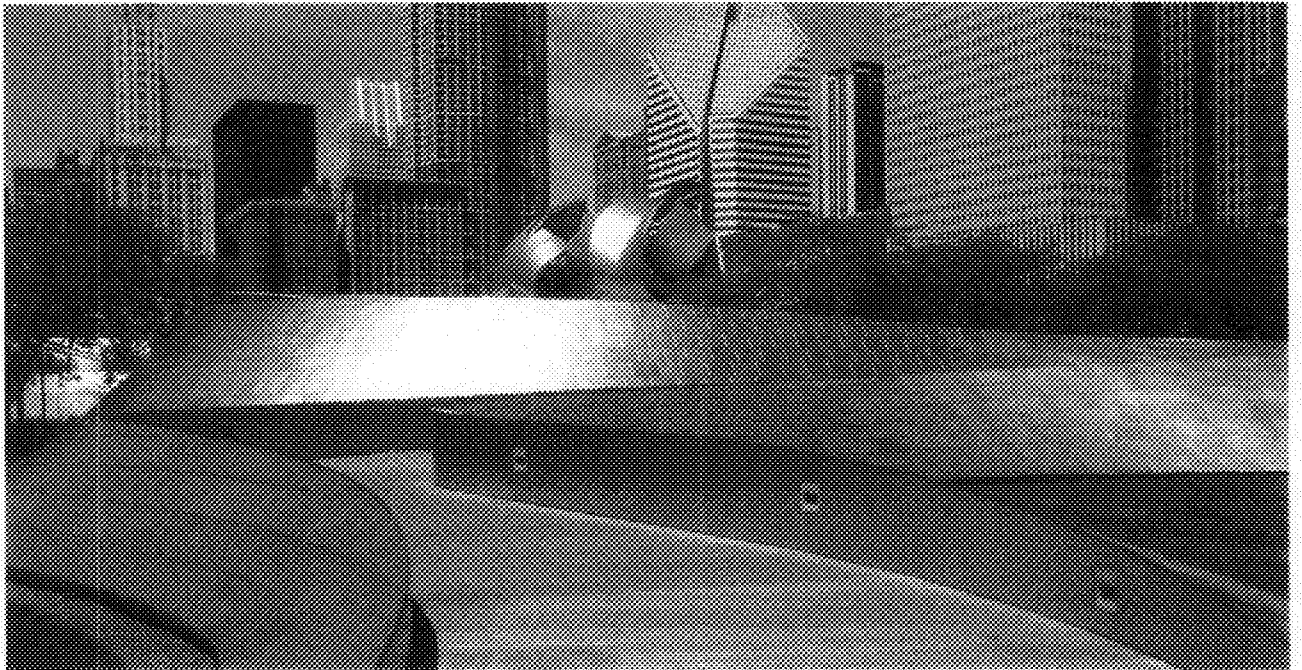


Millennium Park Chicago

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City Center Park Proposal
New World Symphony



Millennium Park Chicago

84 World Symphony 2003-015
Gabry Partners, LLP
October 26, 2004

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Millennium Park Chicago

New World Symphony 2003-005
Celis Partners, LLP
October 26, 2004

6. PRELIMINARY COST ESTIMATE

City Center Park

Miami Beach

Preliminary Construction Cost Budget Report

26 October 2004

Donnell Consultants Incorporated

*Performing Arts Facilities Project & Cost Management Consultants
1408 N. Westshore Boulevard, Suite 810, Tampa Florida 33607*

***City Center Park
Miami Beach***

Preliminary Construction Cost Budget Report

26 October 2004

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City Center Park
Preliminary Construction Cost Budget Report

Construction Cost Budget Summary

26 October 2004

1. ZONE 1: City Center Park		\$5,200,000	
(a) Zone 1.1 - New Park		\$4,650,000	
Including Trellis			
(b) Zone 1.2 - Drexel Avenue		\$200,000	
(c) Zone 1.3 - Parking Garage Site Improvements		\$350,000	
2. Detailing and pricing allowance	15%	\$800,000	
3. Escalation contingency	17%	\$1,000,000	
4. GC general conditions and profit	10%	\$700,000	
TOTAL BID COST (2008 Bid Dollars)		\$7,700,000	
5. Construction change order contingency	5%	\$400,000	
6. Owner purchase FF&E		\$0	<i>excluded</i>
7. A & E fees	12%	\$950,000	
SUB TOTAL		\$9,050,000	
8. Project contingency	10%	\$950,000	
TOTAL CAPITAL COST (2008 Bid Dollars)		\$10,000,000	

City Center Park
Preliminary Construction Cost Budget Report

Adjacent Site Improvements- Add Alternate Zones 2 and 3

26 October 2004

ZONE 2 - TOPA ENTRY LANDSCAPING		\$600,000
Detailing & pricing allowance	15%	\$90,000
Escalation contingency	17%	\$115,000
GC general conditions and profit	10%	\$80,000
TOTAL BID COST (2008 Bid Dollars)		\$885,000
Construction change order contingency	5%	\$45,000
A & E fees	12%	\$110,000
Project contingency	10%	\$110,000
TOTAL CAPITAL COST (2008 Bid Dollars)		\$1,150,000

ZONE 3 - LINCOLN LANE IMPROVEMENTS		\$250,000
Detailing & pricing allowance	15%	\$40,000
Escalation contingency	17%	\$50,000
GC general conditions and profit	10%	\$35,000
TOTAL BID COST (2008 Bid Dollars)		\$375,000
Construction change order contingency	5%	\$20,000
A & E fees	12%	\$55,000
Project contingency	10%	\$50,000
TOTAL CAPITAL COST (2008 Bid Dollars)		\$500,000

City Center Park
Preliminary Construction Cost Budget Report

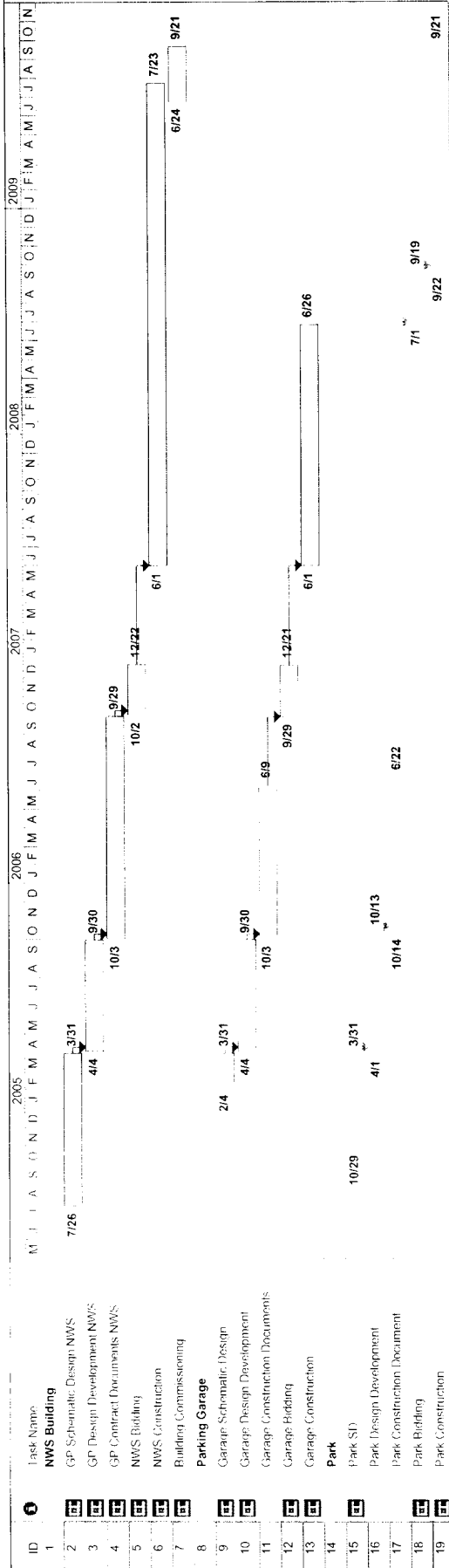
Construction Cost Budget Summary

26 October 2004

ZONE 1: City Center Park		\$6,050,000	
(a) Zone 1.1 - New Park	\$4,650,000		
(b) Zone 1.2 - Drexel Avenue	\$200,000		
(c) Zone 1.3 - Parking Garage Site Improvements	\$350,000		
Adjacent Site Improvements			
(a) Zone 2 - TOPA Entry Landscaping	\$600,000		<i>Add Alternate - Separate Summary</i>
(b) Zone 3 - Lincoln Lane Improvements	\$250,000		<i>Add Alternate - Separate Summary</i>
(c) Zone 4 - Washington Ave Improvements	\$0		<i>excluded</i>
(g) Zone 5 - City Center ROW Program	\$0		<i>excluded</i>
(h) Zone 6 - City Center ROW Program	\$0		<i>excluded</i>
(i) Zone 7 - City Center ROW Program	\$0		<i>excluded</i>
Detailing and pricing allowance	15%	\$900,000	
Escalation contingency	17%	\$1,200,000	
GC general conditions and profit	10%	\$800,000	
SUB TOTAL		\$8,950,000	
Construction change order contingency	5%	\$450,000	
Owner purchase FF&E		\$0	<i>excluded</i>
A & E fees	12%	\$1,150,000	
SUB TOTAL		\$10,550,000	
Project contingency	10%	\$1,100,000	
TOTAL CAPITAL COST (2008 Bid Dollars)		\$11,650,000	

7. PROJECT SCHEDULE

New World Symphony Project
Construction Schedule



8. DRAFT AMENDMENT TO THE DEVELOPMENT AGREEMENT

FIRST ADDENDUM TO DEVELOPMENT AGREEMENT

THIS FIRST ADDENDUM TO DEVELOPMENT AGREEMENT is made as of this _____ day of October, 2004 (this "Addendum") by and between the CITY OF MIAMI BEACH, FLORIDA ("Owner"), a municipal corporation duly organized and existing under the laws of the State of Florida, and NEW WORLD SYMPHONY, a not-for-profit Florida corporation ("Developer") (the Owner and Developer, collectively, the "Parties").

RECITALS

A. Owner and Developer entered into an Agreement of Lease ("Lease") dated as of _____, 2004, pursuant to which Owner leased to Developer certain real property described in Exhibit A attached hereto and made a part hereof ("Land").

B. Concurrently therewith, Owner and Developer also entered into a Development Agreement ("Development Agreement"), setting forth, among other things, the Owner's and Developer's respective responsibilities and agreement to coordinate and cooperate in the planning, scheduling and approval of the development, design, construction and operation of the performance, educational and internet broadcast facility known as "SoundSpace" (the "Project") to be located on the Land, and of certain amenities, facilities and other infrastructure improvements.

C. Pursuant to the Development Agreement, Owner, at its sole cost and expense, may develop a park ("Park") or another similar public amenity for use and enjoyment by all residents of and visitors to the City of Miami Beach and to the Project. Owner has now determined to develop such a Park.

D. The Parties wish to enter into this Addendum in order to memorialize certain agreements made in furtherance of their respective responsibilities as described above and in the Development Agreement.

NOW THEREFORE, it is hereby mutually covenanted and agreed by and between the parties hereto that this Addendum is made upon the terms, covenants and conditions hereinafter set forth.

1. Capitalized Terms. All capitalized terms not defined herein shall have the meanings given to them in the Development Agreement.

2. Park and Project Design. Developer has selected as its Architectural Consultant for the Project the firm of Gehry Partners, Ltd. Owner wishes to enhance the benefits to the City, the Owner and the Developer of an integrated vision and design for the development of the Project and the Park, and therefore has selected Gehry Partners, Ltd. as its Architectural Consultant for the Park

3. Park. Developer shall design and construct the Park, at Owner's sole cost and expense as set forth herein, to be located on certain real property owned by Owner and described in Exhibit B, attached hereto and made a part hereof (the "Park Property").

4. Funding. Owner's funding the construction of the Park shall be as follows:

(a) Owner will fund all hard construction costs, and all so-called “soft costs” (all hard and soft costs referred to as “Park Costs”). The Park Costs shall include, but not be limited to, costs of meeting the Concurrency Requirements, the City’s Prevailing Wage Ordinance, if applicable, and all costs in connection with all zoning, permitting, and other requirements imposed by all Governmental Authorities, as well as all costs and fees payable in connection with design, architectural, engineering and other professional services.

(b) Owner shall pay to Developer the Park Costs according to a monthly schedule of estimated cash flows, to be pre-determined and mutually approved, until all of the Park Costs determined to be due and owing have been paid.

(c) Upon Developer’s submission to Owner of the final “as built” Plans and Specifications for the Park, any additional Park Costs which may be due and owing shall be paid in full by Owner to Developer. All payments shall be made in cleared U.S. funds.

5. Completion. The construction of the Park shall be deemed to have been completed in substantial accordance with the approved Plans and Specifications for the Park, as they may be modified, notwithstanding that minor adjustments may be required by Developer or minor errors or omissions may require correction, provided that such adjustments and corrections are made within a reasonable amount of time after discovery of same.

6. Possession. Entry into possession of the Park by Owner, as evidenced by the use thereof by Owner (the date such use first occurs being the “Park Possession Date”), will constitute acknowledgment by Owner that the Park is in the condition in which Developer was required to deliver the Park under the terms of this Agreement and that Developer has performed all of its obligations relating to construction of such Park, except for (i) those defects, if any, in construction from the Plans and Specifications, other than latent defects therein, set forth on a written list (“punch list”) to be delivered by Owner to Developer within thirty (30) days after the date Developer advises Owner that the Park is ready for possession, and (ii) those latent defects therein as to which Owner notifies Developer, in writing within twelve (12) months of the Park Possession Date. At the expiration of such twelve (12) month period, Developer shall assign to the Owner any warranty rights obtained from contractors, subcontractors and suppliers which remain outstanding at such time. Developer shall, upon receipt of the list referred to in subparagraph (i) hereof, commence to correct all such defects which require correction in order for the construction of the Park to comply in substantial accordance with the approved Plans and Specifications, as modified, if applicable, and the applicable provisions of this Agreement.

7. Utilities. All utilities serving the Park shall be provided through separately metered systems which are separate from those serving the Project and any structures appurtenant thereto. Owner shall pay the cost of such utilities directly to the authority or utility providing the same. The cost of repair and maintenance of all utility systems serving the Park shall be the sole responsibility of Owner.

8. Miscellaneous.

(a) Counterparts. To facilitate execution, the parties hereto agree that this Addendum may be executed in counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single Addendum.

(b) Miscellaneous. All references in the Development Agreement to the “Agreement” shall hereafter mean and refer to the Development Agreement as amended by this Addendum. If there is a contradiction between the terms of the Development Agreement and this Addendum, then the terms of this Addendum shall control. Facsimile signatures appearing hereon shall be deemed an original.

(c) Effect of Addendum. Except as modified herein, the Development Agreement remains in full force and effect. In the event of any conflict or ambiguity between the Development Agreement and this Addendum, this Addendum shall control.

EXECUTION BY OWNER

IN WITNESS WHEREOF, Owner and Developer intending to be legally bound, have executed this Addendum to Development Agreement as of the day and year first above written.

WITNESSES:

CITY OF MIAMI BEACH, FLORIDA, a municipal corporation of the State of Florida

Print Name: _____

By: _____

Print Name: _____

ATTEST:

By: _____ [SEAL]

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this. _____ day of _____, by _____, as Mayor, and _____, as City Clerk of the CITY OF MIAMI BEACH, FLORIDA, a municipal corporation of the State of Florida, on behalf of such municipal corporation. They are personally known to me or produced valid Florida driver's licenses as identification

My commission expires:

Notary Public, State of Florida

Print Name: _____

EXECUTION BY DEVELOPER

WITNESSES:

THE NEW WORLD SYMPHONY, a not-for-profit Florida corporation

Print Name: _____

By: _____
Howard Herring, President and CEO

Print Name: _____

ATTEST:

By: _____
_____, Secretary

[CORPORATE SEAL]

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Howard Herring, as President and CEO, and _____, as Secretary, of THE NEW WORLD SYMPHONY, a not-for-profit Florida corporation, on behalf of such corporation. They are personally known to me or produced valid Florida driver's licenses as identification.

My commission expires:

Notary Public, State of Florida
Print Name: _____

GE: W-PGW 32588 564 FIRST ADDENDUM TO DEVELOPMENT AGREEMENT.doc

EXHIBIT A

LEGAL DESCRIPTION OF LAND

EXHIBIT B

LEGAL DESCRIPTION OF PARK PROPERTY

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Ratification of a contract with Carlos Alves, in the amount of \$50,894, for the installation of mosaic tile on the 1000 block fountain of Lincoln Road as part of the Lincoln Road Lighting and Fountain Enhancement Project.

Issue:

Shall the City Commission ratify a contract, in the amount of \$50,894 with Carlos Alves for the installation of mosaic tile on the 1000 block fountain on Lincoln Road?

Item Summary/Recommendation:

In accordance with Resolution No. 2002-24848 adopted by the City Commission on May 8, 2002 the Administration, through its Property Management Director, is providing General Contracting services on the Lincoln Road Lighting and Fountain Enhancement Project. Under the provisions of the Resolution, contracts or purchases exceeding \$25,000 must be brought to the City Commission for Ratification. With the order from the Historic Preservation Board in requiring the application of mosaic tile on the 1000 Block fountain on Lincoln Road to be done only by the original artist, Carlos Alves, and in accordance with the Resolution, a contract was developed in the amount of \$50,894 to Carlos Alves for the installation of the mosaic tile on the 1000 Block Fountain on Lincoln Road. The contract was form approved by the Legal Department on May 17, 2004, and executed by the Mayor and City Clerk as required.

The Administration recommends that the Mayor and City Commission ratify the contract with Carlos Alves, for the installation of the mosaic tile on the 1000 Block Fountain on Lincoln Road as part of the Lincoln Road Lighting and Fountain Enhancement Project.

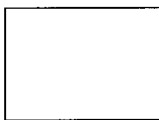
Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of
Funds:



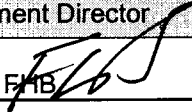
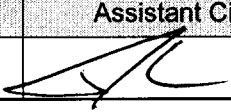
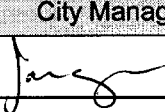
Finance Dept.

	Amount	Account	Approved
1	\$50,894	# 373.2115.069358	
2			
3			
4			
Total	\$50,894	# 373.2115.069358	

City Clerk's Office Legislative Tracking:

Brad Judd/Bob Halfhill

Sign-Offs:

Department Director	Assistant City Manager	City Manager
 FMB		

AGENDA ITEM C7H
DATE 11-10-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139
<http://ci.miami-beach.fl.us>



COMMISSION MEMORANDUM

TO: Mayor David Dermer and
Members of the City Commission

DATE: November 10, 2004

FROM: Jorge M. Gonzalez
City Manager 

SUBJECT: A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT IN THE AMOUNT OF \$50,894, TO CARLOS ALVES, FOR THE INSTALLATION OF MOSAIC TILE ARTWORK ON THE EXTERIOR WALLS, WALL CAPS, AND FOUNTAIN BASIN OF THE ORNAMENTAL FOUNTAIN LOCATED AT THE 1000 BLOCK ON LINCOLN ROAD.

ADMINISTRATION RECOMMENDATION

Ratify the resolution.

ANALYSIS

The architectural programming and design of fountain enhancements on Lincoln Road included the complete demolition and re-construction of the ornamental fountain on the 1000 block of Lincoln Road. The construction included the complete demolition of the existing fountain and fountain equipment and the installation of new exterior walls of the fountains, pumping equipment that is sufficient to operate the new fountain features, pool lightings, and the associated controls, piping, and electrical conduits required for the construction of the fountain. The existing fountain's demolition and design were approved by the Historic Preservation Board for use on Lincoln Road provided the original mosaic tile artist, Carlos Alves, was contracted to restore the exterior, top cap, and fountain basin to the mosaic artist's style and design criteria as per the original fountain.

The Mayor and City Commission, at the May 8, 2002 Commission meeting, adopted Resolution No. 2002-24848, which authorized the Property Management Director to serve as the Certified General Contractor for the Lincoln Road Lighting and Fountain Enhancement Project. The Property Management Director exercised the authority

given to him by the City Manager and City Commission, and contacted Carlos Alves to provide a quote for scope of work for the project.

Because no other options were made available by the Historic Preservation Board, the Property Management Director determined that Carlos Alves was a sole source bidder on the project. A contract was prepared with Carlos Alves, in the amount of \$50,894, and was reviewed and form approved by the Legal Department on May 17, 2004. The contract was then signed by the artist contractor and executed by the Mayor and City Clerk as required.

The Administration recommends that the Mayor and Members of the City Commission of The City of Miami Beach ratify the Property Management Director's contract to Carlos Alves, in the amount of \$50,894, for the installation of mosaic tile artwork on the 1000 Block fountain on Lincoln Road as part of the Lincoln Road fountain and lighting enhancement project.

JMG/RCM/FB/BAJ

C:\My Files\Lincoln Road Commission Memos\Lincoln Fountains Memo.DOC

**Lincoln Road Lighting & Fountain Enhancement Project,
Budget and Project Status Report as of 10/12/04**

FUNDING SOURCES FOR LIGHTING & FOUNTAIN ENHANCEMENTS

<u>Date</u>	<u>Reso No.</u>	<u>Source</u>	<u>Amount</u>
3/6/00	2000-	General Obligation Bond Program	\$200,000.00
5/29/02	2002-	Redevelopment Agency	\$ 743,636.00
9/08/04	2004-	Redevelopment Agency	\$ 231,508.00
TOTAL PROJECT FUNDING OBTAINED TO DATE			\$1,175,144.00

ARCHITECTURAL & ENGINEERING ENCUMBERED SERVICES THRU 10/12/04

▪ C3TS Architects, Inc.	\$112,000.00
-------------------------	--------------

TOTAL FUNDS REMAINING FOR CONSTRUCTION AS OF 10/12/04 **\$1,063,144.00**

CONSTRUCTION CAPITAL EXPENDITURES THRU 10/12/04

• South Dade Electric, Inc.	60 Light Poles	\$86,518.20
• Veazey Group, Inc.	160 Stanchion Tree Lights	45,600.00
• Mercedes Electric Supply, Inc.	Misc. Electrical Materials and Supplies	80,000.00
• Branching Out, Inc.	Underground Drilling Contractor & Light Pole Installer	135,000.00
• Legacy Pools, Inc.	700 & 1000 Block Fountain Contractor	105,000.00
• Veazey Group, Inc.	165 Tree Uplights	50,775.00
• Mobile Storage Group	Job Site Container Rental	2,500.00
• Carlos Alves.	Fountain Artwork	<u>51,455.85</u>

TOTAL CAPITAL EXPENDITURES TO DATE **\$ 556,849.05**

LABOR EXPENDITURES TO DATE THROUGH 10/12/04

• Property Management Staff & Temporary Labor, equipment rentals, and miscellaneous materials.	\$ 319,440.14
--	---------------

TOTAL CONSTRUCTION COSTS THROUGH 10/12/04 **\$876,289.19**

BALANCE REMAINING IN PROJECT FUNDS **\$186,854.91**

Project Schedule Although some delays were experienced due to Design Review revisions, tropical weather conditions, and subsurface light replacements due to a high failure rate (replaced under manufacturer's warranty), the project is nearing completion with approximately 50 of the 368 lights remaining to be installed. The two fountains and the remaining lighting are anticipated to be substantially completed by November 15th, 2004.





RESOLUTION TO BE SUBMITTED

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution Retroactively Authorizing The City Manager Or His Designee To Apply For And Accept The Following Four (4) Grants

Issue:

Shall The City Commission Retroactively Approve The Application And Acceptance Of Grant Funds?

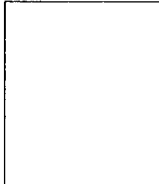
Item Summary/Recommendation:

The Administration Requests Approval To Authorize The City Manager Or His Designee To Submit Grant Applications For The Following Funds: 1) Retroactively For FY 2004/5 Florida Department Of Law Enforcement, Byrne Grant Funds In The Amount Of \$26,247 For The City's E-Ticketing Initiative; Funding Is Provided Through Miami-Dade County Department Of Human Services (DHS); The County Was Awarded These Federal Funds Through The State Of Florida Drug Control System Improvement Formula Grant Program; The Grant Requires A 25% Cash Match, Which Will Be Provided By Law Enforcement Trust Funds (LETF); 2) Retroactively For The FY 2004/5 Urban Areas Security Initiative (UASI) Program For Funding In The Amount Of \$198,820 For The Joint Completion Of An Urban Areas Security Initiative Program; 3) For Miami-Dade County Parking Fine Funds In The Amount Of \$58,204.10 For Various ADA Projects Citywide, 4) Environmental Protection Agency, Environmental Education Grant Program Funding In An Amount Not To Exceed \$80,000 For An Environmental Education Program; While Leveraging Previously Appropriated Grant Funds As Needed; Further Appropriating The Grants If Approved And Accepted By The City And Authorizing The Execution Of All Necessary Documents Related To These Applications.

Advisory Board Recommendation:

N/A

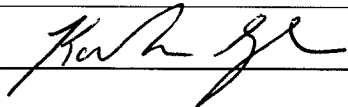
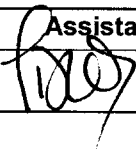
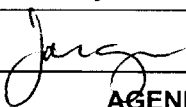
Financial Information:

Source Of Matching Funds:	Grant #	Grant Name/ Project	Grant Amount	Match Amount/Source
 Finance Dept	1	Florida Dept Of Law Enforcement Byrne Grant	\$26,247	\$8,749 Law Enforcement Trust Fund
	2	Urban Areas Security Initiative (UASI)	\$198,820	N/A
	3	MDC Parking Fines/ADA Grant Program	\$58,204.10	N/A
	4	EPA, Environmental Education	\$80,000	N/A (In-Kind Match)

City Clerk's Office Legislative Tracking:

Judy Hoanshelt, Grants Manager, Office Of Budget And Performance Improvement

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

AGENDA ITEM C7I

DATE 11-10-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: November 10, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT GRANT APPLICATIONS FOR THE FOLLOWING FUNDS: 1) RETROACTIVELY FOR FY 2004/05 FLORIDA DEPARTMENT OF LAW ENFORCEMENT, BYRNE GRANT FUNDS FOR THE CITY'S E-TICKETING INITIATIVE; 2) RETROACTIVELY FOR FY 2004/05 URBAN AREAS SECURITY INITIATIVE (UASI) PROGRAM FOR FUNDING FOR THE JOINT COMPLETION OF AN URBAN AREAS SECURITY INITIATIVE PROGRAM; 3) MIAMI DADE COUNTY PARKING FINE FUNDS FOR VARIOUS ADA PROJECTS CITYWIDE; 4) THE ENVIRONMENTAL PROTECTION AGENCY, OFFICE OF ENVIRONMENTAL EDUCATION FOR FUNDING FOR AN ENVIRONMENTAL EDUCATION PROGRAM; WHILE LEVERAGING PREVIOUSLY APPROPRIATED GRANT FUNDS AS NEEDED; FURTHER APPROPRIATING THE GRANTS IF APPROVED AND ACCEPTED BY THE CITY AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THESE APPLICATIONS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

- 1) Retroactive approval to submit a grant application in the amount of \$26,247 to the Florida Department of Law Enforcement, BYRNE Grant program, FY 2004-2005 grant funds, leveraging \$8,749 of Police Departmental Law Enforcement Trust Funds as a match

The Administration requests retroactive approval to authorize the City Manager or his designee to submit a grant application for funding through Miami Dade County Department of Human Services (DHS) in the amount of \$26,247. The County was awarded these federal funds through the State of Florida Department of Law Enforcement Office of Criminal Justice from the Federal Drug Control System Improvement Formula Grant Program.

The purpose of the Byrne grant is to promote the States' efforts to prevent and control crime, violence and drug abuse and to improve criminal justice systems. Units of local government must use the Byrne Program funds to implement projects that offer a high probability of improving the functioning of the criminal justice system, aggressively and effectively responding to violent crime, or reducing drug trafficking and abuse.

As such, the City's request for funds will be used for hardware and software to support an electronic uniform citation system (e-ticketing). E-ticketing will reduce the amount of time that a police officer takes to issue a citation, thus, allowing for more neighborhood services such as patrol, quality of life initiatives, and resource networking and coordination. The BYRNE program has a 5-year strategy funding program and this request is for the second year of the Records Improvement Program.

The grant requires a 25% cash match, which will be leveraged from the Police Department Law Enforcement Trust Fund.

2) Retroactive approval to submit a grant application in the amount of \$198,820 for funding from the FY 2004 Urban Areas Security Initiative (UASI) program.

The State of Florida, Department of Community Affairs and the City of Miami entered into a federally funded Sub Grant Agreement for US Department of Homeland Security UASI funds in September 2003. Miami-Dade County and the City of Miami entered into a Memorandum of Agreement in May 2004 for the County's participation in the UASI. A local Urban Area Workgroup with responsibility for overall planning and direction of the UASI objectives was established, which included a spending plan for the allocation of funds based upon the strategy. The City of Miami Beach is included in the spending plan, and as such has been awarded funding in the amount of \$198,820 as cost-reimbursement for expenses incurred in the performance of the Spending Plan. The funds will be used for the acquisition of detection and operational equipment including a technical rescue vehicle and CBRNE Detection equipment. The Administration requests retroactive approval to apply for and accept said funding.

3) Approval to submit a grant application in the amount of \$58,204.10, to Miami Dade County for Parking Fines Monies to provide funds to improve accessibility and equal opportunity to qualified physically disabled persons and to provide funds for eligible City ADA projects.

The City of Miami Beach entered into an Interlocal Agreement with Miami-Dade County on April 18, 2001 for the distribution of funds collected for the misuse of specially marked parking spaces for people with disabilities. The agreement is based on Section 316.1967, Florida Statutes, and Section 30-447 of the Code of Miami-Dade County, which authorizes the charging of fines for misuse of specially marked parking spaces for people with disabilities. Eligible City projects, if mandated by federal, state, or local law must be matched in at least an equal amount by other funding. Other City projects or programs may be funded up to 100% by disabled permit parking fine monies.

The City proposes using the grant funds for Citywide curb ramps, real-time captioning: City Commission meetings and American sign language interpretive services as needed, citywide, staff TTY orientation and mobility training, advertisements for the County's emergency evacuation program for people with disabilities and City of Miami Beach ADA grievance policy advertisements as well other relevant ADA-related advertisements.

The grant will be matched with City funds, as necessary. Funds are eligible to be used to provide funds to improve accessibility and equal opportunity to qualified physically disabled persons and to provide funds to conduct public awareness programs concerning physically disabled persons. The grant was outlined at the Barrier Free Environment Committee meeting of October 25, 2004 and will be further discussed at the November 22, 2004 meeting.

4) Approval to submit a grant application to the Environmental Protection Agency, Office of Environmental Education for funding for an Environmental Education Program in an amount not to exceed \$80,000.

This grant provides funding to support environmental education projects that promote environmental stewardship. The grant program provides financial support for projects which design, demonstrate, or disseminate environmental education practices, methods, or techniques. This program is authorized under Section 6 of the National Environmental Education Act of 1990 (the Act) (Public Law 101-619).

The City is seeking funds to provide a local environmental education program. Grant funds will be spent on the education component, materials and brochures, and partial implementation costs of an environmental project on Miami Beach. The grant requires a 25% match, the City intends to provide and in-kind match for this grant.

JMG/KB/JH

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RESOLUTION TO BE SUBMITTED

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution Accepting the City Manager's Recommendation Pertaining to the Ranking of Firms for a Resource Library for Information Technology and Telecommunications Services; Authorizing the Administration to Enter into Negotiations, and Authorizing the Mayor and City Clerk to Execute Agreements with the Top Four Firms of TEKsystems, CyberBest Technology, Inc., Data Industries, LTD., and ICBM for the Establishment of a Resource Library.

Issue:

Shall the Commission Adopt the Resolution?

Item Summary/Recommendation:

The City of Miami Beach Information Technology Department has a need for resources to provide Information Technology and Telecommunications services outside of and/or not provided by the State Contract process. These services relate to generic, standard and/or defined/specified hardware, software and other areas of automation or telecommunications.

Request for Qualifications (RFQ) No. 21-01/02 was issued to solicit proposals from qualified and experienced Information Technology and Telecommunications firms for the purpose of establishing a Resource Library. An Evaluation Committee appointed by the City Manager reviewed, then scored and ranked ten proposals.

Per the RFQ, there is no specific project tied to the proposals, with the objective being to establish a pool of technical knowledge. During the discussions, the Committee determined the most effective way to expand the technical resources from which to choose would be to recommend entering into agreements with the top four firms. The top firms were selected due to their areas of expertise, years in business, references and experience. There was believed to be room for negotiation in the pricing.

The Committee selected TEKsystems, CyberBest Technology, Inc., Data Industries, LTD., and ICBM as the firms with which establish the resource library.

ADOPT THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
	3			
	4			
Finance Dept.	Total			

City Clerk's Office Legislative Tracking:

Gladys Acosta, ext 5775

Sign-Offs:

Department Director	Assistant City Manager/CFO	City Manager
GA GL	PDW	JMG

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AGENDA ITEM C7J

DATE 11-10-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer
Members of the City Commission

Date: November 10, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF QUALIFICATIONS RECEIVED PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 21-01/02, FOR THE ESTABLISHMENT OF A RESOURCE LIBRARY FOR INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS SERVICES; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE FOUR TOP-RANKED FIRMS OF CYBERBEST TECHNOLOGY, INC., DATA INDUSTRIES, LTD., ICBM CORPORATION, AND TEKSYSTEMS, INC.; FURTHER AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS UPON COMPLETION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.**

ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

AMOUNT AND FUNDING

There is no specific project tied to the proposals, with the objective being to establish a pool of technical knowledge. When there is a need to engage a firm to provide consulting services, and if the estimated expenditure exceeds \$25,000, the City Manager will present a recommendation to the City Commission at a regularly scheduled meeting.

ANALYSIS

The City of Miami Beach Information Technology Department has a need for resources to provide Information Technology and Telecommunications services outside of and/or not provided by the State Contract process. These services relate to generic, standard and/or defined/specified hardware, software and other areas of automation or telecommunications. The services can also involve the use of standard programming languages, or specialized development tools including, but not limited to, PowerPoint, Java, JavaScript, HTML, PERL, Unix and Visual Basic. The services can involve performing services at City designated locations or at sites determined by the service provider.

In order to obtain these services in a timely fashion, the concept of a Resource Library was investigated. The Resource Library would contain qualified firms and/or individuals such as:

Application Consultants
AutoCAD or MicroStation Consultants
Computer Operators
Data Communications Specialists
Geographic Information Systems Management and Technical Consultants
Information Technology Consultants
Information Technology Programmers
Information Technology Project Managers
Information Technology Systems Analysts
Internet, Intranet, Extranet and File/Data Transfer Specialists
Midrange Platform Specialists
Network Design & Installation Consultants
Systems Network Consultants
Systems Network Specialists
Technical Instructors
Technical Writers

When services are required, the City will establish a scope of services and distribute it to the qualified firms or individuals contained in the Resource Library for the classification needed (i.e., Network Administrator) with a solicitation requesting submittal of resumes of available individuals. City staff will then review the responses and select the firm(s) with the individuals(s) most qualified to perform the required task(s) and offering the most competitive price and attempt to negotiate the time for performance, maximum number of hours to complete the task(s), any special provisions, and payment schedule.

RFQ PROCESS

RFQ No. 21-01/02 was issued to solicit proposals from qualified and experienced Information Technology/Telecommunications firms and/or individuals. This RFQ resulted in the receipt of 29 proposals.

Due to infrastructure changes, the need for application development consultants was delayed, the Evaluation Committee was not appointed, and the IT Department continued to perform necessary services in-house or utilize state contracts.

In May 2004, the decision was reached to proceed with the project. Subsequent to this decision, the Procurement Division attempted to contact the firms that had submitted qualifications to ascertain if they would be willing to extend their proposals. Of the 29 proposals received, there were ten firms that indicated they had the same resources in

place and were willing to uphold their submissions.

The ten firms are as follows:

CyberBest Technology, Inc.
Data Industries, LTD
Exclusive Network Enterprises
International Computer Business Management Corporation (ICBM)
NetSoft Creations
NiComp International, Inc.
PC Advice & Associates, Inc.
TEKsystems, Inc.
Think Technologies
United Information Technologies

The City Manager via Letter to Commission (LTC) No. 163-2004, appointed an Evaluation Committee ("the Committee") consisting of the following individuals:

- Gladys Acosta – Acting IT Director, CMB
- George Bracket – Chief Information Officer; City of Hialeah
- Neyda Galvez – Assistant Chief Information Officer; City of Miami
- James Sutter – Internal Auditor; CMB
- Jill Weiss – Instructor, FIU School of Computer Science

The Committee convened on October 7, 2004. Committee member George Bracket could not attend, however a quorum was in attendance and the meeting was able to proceed. The Committee was provided with an overview of the project, information relative to the City's Cone of Silence Ordinance, and the Government in the Sunshine Law. Additionally, the Committee reviewed references secured by the Procurement staff and discussed the proposals.

The Committee was instructed to rank and score each proposal pursuant to the evaluation criteria established in the RFQ, which was as follows (total possible 100 percentage points):

<u>Evaluation Criteria/Factors</u>	<u>Weight</u>
Experience and Qualifications of the Project Team	40%
Proposed Fees	20%
Qualification References	20%
Experience and Qualifications of the Proposer	20%

The Committee then scored and ranked the firms as follows:

	Gladys Acosta		Neyda Galvez		James Sutter		Jill Weiss	
Company Name	Score	Ranking	Score	Ranking	Score	Ranking	Score	Ranking
TEKsystems, Inc.	98	1 st	90	1 st	94	1 st	90	2 nd
CyberBest Technology, Inc.	89	2 nd	75	2 nd	93	2 nd	93	1 st
Data Industries, LTD	78	3 rd	55	4 th	85	3 rd TIE	78	3 rd
ICBM	70	5 TH	70	3 rd	85	3 rd TIE	73	4 th
United Information Technologies	73	4 th	50	5 th	73	6 TH	65	5 th
PC Advice & Associates, Inc.	50	7 th TIE	35	6 th	74	5 TH	50	7 th
Exclusive Network Enterprises	50	7 th TIE	35	8 th	45	9 TH	27	8 th
Think Technologies	52	6 th	35	8 th	66	7 th	55	6 th
Nicomp International	30	8 th	35	7 th	55	8 TH	23	9 th
NetSoft Creations	25	9 TH	25	9 th	44	10 th	19	10 th

Per the RFQ, there is no specific project tied to the proposals, with the objective being to establish a pool of technical knowledge. During the discussions, the Committee determined the most effective way to expand the technical resources from which to choose would be to recommend entering into agreements with the top four firms. The top firms were selected due to their areas of expertise, years in business, references and experience. Since it has been over two years since the proposals had been submitted, there was believed to be room for negotiation in the pricing.

The Committee selected TEKsystems, CyberBest Technology, Inc., Data Industries, LTD., and ICBM as the firms with which establish the resource library.

Teksystems has been active in the Information Technology and Communications industry for over 17 years. They have over 100 locations throughout North America and Europe. Among the eleven key market segments Teksystems service is the government sector, which focuses on Federal, State and Local government. Teksystems service over 4000 clients and employs over 15,000 information technology and communications professionals.

CyberBest Technology has been a successful IT solutions provider for over 6 years. They have grouped 25 market sectors into five categories: Consumer and Industrial

Products; Energy & Mining; Financial Industry; Government & Service; and Telecommunications and Entertainment. CyberBest is involved in virtual product development and the creation of proprietary software, and offers a range of consulting and IT skills.

Data Industries, LTD. has been in the information technology solutions and consulting services to corporate and government clients for over 24 years. They were founded and are headquartered in New York. Data Industries has grown to a \$40 million corporation with over 300 employees with offices in New York City, Miami, Houston, and Washington, D.C. Their services include management consulting, business process re-engineering, requirements analysis, application development, network design and implementation, systems integration, imaging services, database design and administration, and intranet and e-business solutions.

ICBM has over 14 years experience providing information technology solutions and supervising on-site personnel. ICBM has consultants throughout the United States and is headquartered in Tampa, Florida. ICBM focuses on building client relationships for growth and technological advancement in a cost effective and efficient manner, and has served a variety of clients in various capacities.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the attached resolution, which recommends the acceptance of the ranking of the firms and authorizes the Administration to enter into negotiations with the four top-ranked firms of CyberBest Technology, Inc., Data Industries, LTD., ICBM Corporation and TEKsystems, Inc; and further authorizes the Mayor and City Clerk to execute agreements upon the completion of successful negotiations by the Administration.

RESOLUTION TO BE SUBMITTED

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida Re-Allocating \$65,000 from Parks Beautification Funds for Middle Beach Landscape Improvements for the purchase, supply, delivery, and installation of Florida Royal Palms and Phoenix Canariensis Palms for the La Gorce Island landscaping project.

Issue:

Shall the City re-allocate \$65,000 for the purchase, supply, delivery, and installation of Florida Royal Palms and Phoenix Canariensis Palms for the La Gorce Island landscaping project?

Item Summary/Recommendation:

On May 16, 2001, the Mayor and City Commission appropriated funds from the General Obligation Bond (GO) for La Gorce Island enhancements. Invitation to Bid No. 03-01/02 was issued for the supply, delivery, and installation of Florida Royal Palms and Phoenix Canariensis Palms for this purpose. At that same time, \$65,000 from other Middle Beach funds were also allocated internally to supplement these funds. In order to be consistent with existing trees and subsequent to the contract execution with the landscape contractor Tip Top Enterprises, Inc., the La Gorce Island community requested a change of tree height from 30 foot Florida Royal Palms to 45 foot Florida Royal Palms. To effectuate this request and maintaining the budget, the quantity amount of Florida Royal Palms was decreased from twenty-two (30 foot) Florida Royal Palms to ten (45 foot) Florida Royal Palms, and seven (10 Ft.) Phoenix Canariensis Palms. After consensus was achieved of final locations for the Palms, the City's Contractor purchased and installed the Palms resulting with a project remaining balance of \$6,393.

To complete the landscape enhancement efforts of the La Gorce Island, the La Gorce Homowner's Association (HOA) has requested that the City now make available the \$65,000 in funding for additional improvements (see Attachment A). In both 1995 and 1996, the City appropriated \$150,000 (for a total of \$300,000) for Middle Beach Landscape Improvements. Research has confirmed that there is sufficient funding from those appropriations to complete the landscape improvements requested by the HOA. Subsequent conversations with the HOA resulted in the HOA requesting additional 45 foot Florida Royal Palms and 10 foot Phoenix Canariensis Palms to finish the Right-of-Way landscaping. Because the original appropriations were for general landscape improvements to the Middle Beach area, not specifically for the LaGorce Neighborhood, the Administration is recommending the formal allocation of \$65,000 from Parks Beautification Funds for the purchase, delivery, and installation of additional palms to improve the existing landscaping and to continue with the enhancement efforts of the La Gorce Island.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:



Finance Dept.

	Amount	Account	Approved
1	\$65,000	Parks Beautification Funds for Middle Beach Landscape Improvements	
2			
3			
Total	\$65,000		

City Clerk's Office Legislative Tracking:

Luz Maria Ciccio, Capital Projects Coordinator, CIP Office

Sign-Offs:

Department Director	Assistant City Manager	City Manager
TH	RCM	

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AGENDA ITEM

C7k

DATE

11-10-04

CITY OF MIAMI BEACH

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www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: November 10, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ALLOCATING \$65,000 FROM PARKS BEAUTIFICATION FUNDS FOR MIDDLE BEACH LANDSCAPE IMPROVEMENTS FOR THE PURCHASE, SUPPLY, DELIVERY, AND INSTALLATION OF FLORIDA ROYAL PALMS AND PHOENIX CANARIENSIS PALMS FOR THE LA GORCE ISLAND LANDSCAPING PROJECT.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

Funds in the amount of \$65,000 are available from the Parks Beautification Fund for Middle Beach Landscape Improvements.

ANALYSIS

On May 16, 2001, the Mayor and City Commission appropriated funds from the General Obligation Bond for La Gorce Island enhancements. Invitation to Bid No. 03-01/02 was issued for the supply, delivery, and installation of Florida Royal Palms and Phoenix Canariensis Palms for this purpose. At that same time, \$65,000 from other Middle Beach funds were also allocated internally to supplement these funds.

In order to be consistent with existing trees and subsequent to the contract execution with the landscape contractor Tip Top Enterprises, Inc., the La Gorce Island community requested a change of tree height from 30 foot Florida Royal Palms to 45 foot Florida Royal Palms. To effectuate this request and maintaining the budget, the quantity amount of Florida Royal Palms was decreased from twenty-two (30 foot) Florida Royal Palms to ten (45 foot) Florida Royal Palms, and seven (10 foot) Phoenix Canariensis Palms. After consensus was achieved for the final locations for the Palms, the City's Contractor purchased and installed the Palms. A balance of \$6,393 remains in the project funds.

To complete the landscape enhancement efforts of the La Gorce Island, the La Gorce Homeowner's Association (HOA) has requested that the City now make available the \$65,000 in funding for additional improvements (see Attachment A). In both 1995 and 1996, the City appropriated \$150,000 (for a total of \$300,000) for Middle Beach Landscape

Improvements. Research has confirmed that there is sufficient funding from those appropriations to complete the landscape improvements requested by the HOA. Subsequent conversations with the HOA resulted in the HOA requesting additional 45 foot Florida Royal Palms and 10 foot Phoenix Canariensis Palms to finish the Right-of-Way landscaping.

Because the original appropriations were for general landscape improvements to the Middle Beach area, not specifically for the LaGorce Neighborhood, the Administration is recommending the formal allocation of \$65,000 from Parks Beautification Funds for the purchase, delivery, and installation of additional palms to improve the existing landscaping and to continue with the enhancement efforts of the La Gorce Island. If the appropriation is approved by the City Commission, a meeting will be set up between the City and HOA to discuss the quantities of Palms that can be installed with the funds, including the earlier project balance of \$6,393 which provides a total of \$71,393 to fund the project. The City would proceed with pricing and contracting for this additional work through a Job Order Contractor (JOC).

Attachments

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La Gorce Island Association, Inc.

Esther Egozi Choukroun, President

6595 Pine Tree Lane
Miami Beach, FL 33141
305.866.2116

(M): 305-371-0333

(C): 305-903-6621

4 June 2004

via Facsimile (305.673.7282) & Regular US Mail

Mr. Tim Hemstreet
Special Assistant to the City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

Re: La Gorce Island • Resort Tax ("Quality of Life") • funding available from the Middle Beach Allocation

Dear Mr. Hemstreet,

I wish to make reference to your letter of 11 July 2001, of which copy attached hereto, relative to the captioned matter, among other subjects concerning our Homeowners' Association.

You may recall, and as noted therein, following expenditures in of USD 35,000 (Thirty-five thousand US Dollars) on our Island's entranceway improvements, there is a balance remaining to be funded under our Resort Tax Allocation in the amount of USD 65,000 (Sixty-five thousand US Dollars).

Accordingly, I hereby propose this balance be utilized for purchase of the following:

- Eight (8) Canary Date Palms @ approximate total cost of USD 38,000
- Nine (9) Street Lamps @ approximate total cost of USD 27,000

I welcome the opportunity to meet with you to further discuss the foregoing request or, any other matter of interest affecting our Island - and, if at all possible, I would like to suggest that Victor Diaz, Esq. be in attendance as well.

On behalf of the Board and the residents of La Gorce Island, I wish to express our gratitude for all your kind assistance and efforts in addressing the needs of our Association, and remain,

Yours faithfully,

La Gorce Island Association, Inc.

by: 
Esther Egozi Choukroun, President

Enclosure (as noted)

cc: Messrs. Victor Diaz, Esq., *via facsimile* (305.358.2382) - w/o Enclosure
Jorge Gonzalez, City Manager
Bob Middaugh, Assistant City Manager



CITY OF MIAMI BEACH

1700 Convention Center Drive, MB, FL 33139
<http://ci.miami-beach.fl.us>



Office of the City Manager

Telephone 305/673-7010
Facsimile 305/673-7282

July 11, 2001

Mr. Bill Williams, President
La Gorce Island Homeowners Association
6595 Pinetree Lane
Miami Beach, FL 33141

Dear Mr. Williams:

This letter shall serve as the response to the inquiries recently made regarding a variety of issues of importance to the La Gorce Island Homeowners Association.

ITEM I - Clarification of Available Funding

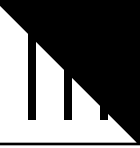
\$200,000 was approved by the City Resolution 2001-24372 on May 16, 2001. (This funding was made available with the passage of the General Obligation Bond Issue November 1999). These funds are earmarked for the purchase and installation of light poles, bases and light fixtures as well as the replacement/infill of missing Royal and Canary Island Date Palms on the Island. Purchase Orders have been issued for these improvements. We anticipate the start of installation by August 6, 2001.

With regard to your suggestion that there is \$100,000 of Resort Tax (Quality of Life) funding available from the Middle Beach allocation, the Finance Department has confirmed that \$35,000 has already been spent for the entranceway improvements recently completed, leaving a balance of **\$65,000** available for programming by the Association.

An additional **\$2,000** balance from the original \$100,000 approved from the City's Undesignated Fund Balance, creates a grand total of **\$267,000** which is available for La Gorce Island Capital Improvements

ITEM II -Comparison of Capital Improvement funds made available to Allison, Palm, Hibiscus, and Star Islands for the past five years (not including bridgework).

The City's Finance Department has researched this information, and their findings are attached for your review.

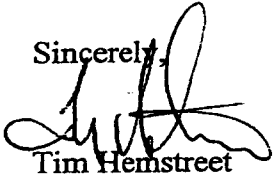


ITEM III - Florida Department Of Transportation - plaster falling/repair of bridge.

Florida Department Of Transportation has been notified of the repairs needed. Photos have been sent to them and the city anticipates correction by the end of the summer.

I trust this answers your concerns, if you need further information, please contact Ronnie Singer of my staff. She may be reached at (305)673-7010.

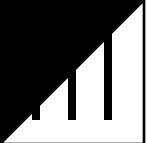
Sincerely,



Tim Hemstreet
Special Assistant to the City Manager

c. Victor Diaz

PDW/TH/RS/JC/vth



RESOLUTION TO BE SUBMITTED